
CREDIT AGREEMENT

among

UTAH SMALL BUSINESS GROWTH INITIATIVE LLC, DBA BUSINESS LOANS OF UTAH
as Borrower,

and

UTAH SMALL BUSINESS GROWTH INITIATIVE LLC, DBA BUSINESS LOANS OF UTAH,
as Administrative Agent,

and

UTAH SMALL BUSINESS GROWTH INITIATIVE LLC, DBA BUSINESS LOANS OF UTAH,
as Class A Lender,

and

CITY OF OREM, OGDEN CITY CORPORATION,
PROVO CITY, SPANISH FORK CITY, AND WEBER COUNTY,
as Class B Lenders,

and

UTAH SMALL BUSINESS GROWTH INITIATIVE LLC, DBA BUSINESS LOANS OF UTAH
as Class C Lender.

Dated as of January 10, 2018

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CREDIT AGREEMENT

THIS AGREEMENT is made as of January 10, 2018, among (i) Utah Small Business Growth Initiative, LLC, a Utah limited liability company, dba Business Loans of Utah (the “Borrower”), (ii) Utah Small Business Growth Initiative, LLC, a Utah limited liability company, dba Business Loans of Utah (“USBGI”), in its capacity as the Administrative Agent for the Lenders (in such capacity, the “Administrative Agent”), (iii) Utah Small Business Growth Initiative, LLC, a Utah limited liability company, dba Business Loans of Utah, in its capacity as the Class A Lender, (iv) City of Orem, a municipal corporation and political subdivision of the State of Utah, Ogden City Corporation, a Utah municipal corporation, also known and referred to as Ogden City or the City of Ogden, Provo City, a municipal corporation and political subdivision of the State of Utah, Spanish Fork City, a body corporate and politic of the State of Utah, and Weber County, a body corporate and politic of the State of Utah, in their capacities as Class B Lenders (in such capacity, each a “Class B Lender”); and (v) USBGI in its capacity as the Class C Lender (in such capacity, the “Class C Lender”). Capitalized terms used herein shall, unless otherwise expressly defined in the text of this Agreement, have the meanings assigned to them in Exhibit A hereof.

WITNESSETH

WHEREAS, Borrower is engaged in the business of originating Project Loans;

WHEREAS, Borrower wishes to obtain loans from the Lenders to enable Borrower to originate Project Loans which Project Loans comply with the requirements of this Agreement as to, among other matters, amount, term, use of proceeds and time of origination;

WHEREAS, but for the execution and delivery by the Borrower of this Agreement the Class A Lender, the Class B Lenders, and the Class C Lender would not enter into this Agreement or make the Loans to the Borrower; and

WHEREAS, the Lenders have indicated to Borrower their willingness to lend funds to Borrower on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE I LOANS TO BORROWER

Section 1.1 Making of Loans.

(a) Subject to the terms and conditions set forth in this Agreement, the Class A Lender and the Class B Lenders agree to make Loans to Borrower during the period commencing on the date of this Agreement and terminating on the Borrowing Termination Date, in an aggregate principal amount at any one time outstanding not to exceed the Class A Total Loan Amount and the Class B Total Loan Amount, respectively. In no event shall any advance of funds be made with respect to any Loan, other than a Project Loan Protective Advance, after

12:00 noon Mountain Time on that date which is the last Business Day preceding the Borrowing Termination Date.

(b) Except for Project Loan Protective Advances, Borrower shall use Loan proceeds only to make Project Loans in accordance with the terms of this Agreement, including, without limitation, Section 1.2.

(c) The portion of all Loans funded by the Class A Lender and the Class B Lenders shall not exceed the Class A Total Loan Amount and the Class B Total Loan Amount, respectively, without the consent of the Class A Lender, the Class B Lenders, and the Class C Lender, respectively, and, in no event shall the outstanding principal amount of the Loans made by (i) a Class A Lender exceed such Class A Lender's Commitment, and (ii) a Class B Lender exceed the Class B Lender's Commitment. Once repaid, funds borrowed pursuant to this Agreement may be re-borrowed until the Borrowing Termination Date.

(d) Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, Borrower shall not make any Project Loan if the proposed outstanding principal balance of such proposed Project Loan would exceed the funding commitments available to the Borrower from the Class A Lender and the Class B Lenders.

(e) The Administrative Agent may from time to time request that the Class C Lender fund a Project Loan Protective Advance to protect any Collateral securing the Project Loan. Project Loan Protective Advances must be approved by all Class A Lenders and upon approval, shall be funded by the Class C Lender from the Class C Lender Commitment provided, however, that the Class C Lender shall not be required to fund a Project Loan Protective Advance to the extent such funding, together with all other outstanding fundings under the Class C Lender Commitment, exceeds the Class C Lender Commitment. Each Project Loan Protective Advance shall (i) bear interest at a rate per annum equal at all times to the Default Interest Rate, and (ii) be repaid in the priority set forth in Article X, as applicable.

(f) The Facility shall have a twenty-four (24) month draw period ending on the Borrowing Termination Date and each Project Loan shall have up to a five (5) year term from the date of initial draw, but the term of any Project Loan shall not have a maturity date beyond February 1, 2025 (subject to approved extensions as described herein). Not earlier than fourteen (14) months and not later than sixty (60) days prior to the end of the Borrowing Termination Date then in effect, the Administrative Agent may request an extension of the Borrowing Termination Date for an additional year. The Administrative Agent shall provide due diligence materials, including financial statements, internal portfolio performance reports and organizational information reasonably required in the discretion of the Lenders to support such request. Within sixty (60) days after receipt of the notice and due diligence materials, each Lender shall notify the Administrative Agent whether or not it will agree to extend the Borrowing Termination Date, which decision shall be made in the sole and absolute discretion of each such Lender. In the event that a Lender does not notify the Administrative Agent of its consent to the extension of the Borrowing Termination Date, such Lender shall be deemed to have objected to and withheld consent from such extension and will not be obligated to make additional loans after the current Borrowing Termination Date. If a Lender agrees to extend the Borrowing Termination Date, the Facility Maturity Date then in effect will also be extended for

an additional year, provided, however, an extension of the Facility Maturity Date will not extend the maturity of any Project Loan.

(g) The Administrative Agent may request that the Credit Committee extend the maturity of a Project Loan and the Credit Committee shall have the power in accordance with the Credit Manual to extend such maturity date; provided however, any extension of a Project Loan maturity date that would exceed the Facility Maturity Date, or the extended Facility Maturity Date provided by any Senior Lender, that is not in connection with an approved Work-Out Plan, shall require the approval of all of the Senior Lenders participating in such Project Loan.

Section 1.2 The Lenders.

(a) The Class A Lender commits to loan funds to Borrower, subject to the terms and conditions set forth in this Agreement, in aggregate amounts as set forth next to its signature block on its signature page hereto and including any additional amount it may agree to make in accordance with the terms of this Agreement (the "Class A Lender Commitment"). The Administrative Agent shall utilize funds from Class A Lender Commitment to fund Project Loans which conform to the Credit Manual attached hereto as Exhibit F and the terms and conditions herein.

(b) Each Class B Lender commits to fund subordinate loans as a part of the Project Loans subject to the terms and conditions set forth in this Agreement, in the aggregate amounts as set forth next to its signature block on its respective signature page hereto and including any additional amount it may agree to make in accordance with the terms of this Agreement. (The total of all such commitments is defined as the "Class B Lender Commitment"). The Administrative Agent shall utilize funds from Class B Lender Commitment to fund the subordinate loans as part of the Project Loans. Each Class B Lender agrees that the Draws funded by each such Class B Lender shall be subordinate to Draws funded by a Class A Lender relating to such Project Loan and that Class A Lender shall be paid in full on a Project Loan prior to Class B Lender receiving any payments relating to such Project Loan.

(c) The Class C Lender commits to fund a loan loss reserve (the "Class C Lender Top Loss") for Project Loans, subject to the terms and conditions set forth in this Agreement, in the amount set forth next to its signature block on its respective signature page hereto and including any additional amount it may agree to make in accordance with the terms of this Agreement (the "Class C Lender Commitment"). The Administrative Agent shall utilize funds from Class C Lender Commitment to fund any losses on Project Loans.

(d) Any Lender may agree to increase its Commitment by executing an amendment to this Agreement and its Facility Note with the consent of the Borrower and the Administrative Agent on behalf of the other Lenders. In addition, an Eligible Institution may become a Class A Lender by executing the Class A Lender Joinder Agreement in the form attached as Exhibit P with the consent of the Borrower, the Administrative Agent, and all Class A Lenders. In addition, a county, city or town in the State of Utah, or such other entity as approved by a majority of the Class A Lenders, a majority of the Class B Lenders, and the Class C Lender, may become a Class B Lender by executing the Class B Lender Joinder Agreement in

the form attached as Exhibit Q with the consent of the Borrower, the Administrative Agent and the Class A Lender. The Administrative Agent is authorized to amend Schedule 1 to reflect such increased Commitment or such new Class A or Class B Lender and the definitions of "Class A Total Loan Amount" and "Class B Total Loan Amount" will be automatically amended to reflect those amendments to Schedule 1.

(e) Subject to the terms and conditions set forth in this Agreement, including without limitation, the limitations set forth in this Section 1.2, the Lenders agree to provide funding for the Facility during the period commencing on the date of this Agreement and terminating on the Borrowing Termination Date, in an aggregate principal amount at any one time outstanding not to exceed the Commitments. In no event shall any Advance of funds be made under the Facility, other than a Project Loan Protective Advance, after 12:00 noon Mountain Time on that date which is the last Business Day preceding the Borrowing Termination Date.

Section 1.3 Origination of Project Loans

(a) The Administrative Agent shall underwrite each proposed Project Loan in accordance with the Credit Manual. Each Class A Lender shall fund its portion of each Project Loan that is approved by the Credit Committee in accordance with the terms and conditions of this Agreement.

(b) Each eligible Borrowing Request funded by each Class A Lender under a Facility Note to fund a Project Loan shall comply with the following: (i) if a Project Loan is a revolving line of credit, the Draw funded by such request will have a Variable Interest Rate with interest-only payments due monthly and principal at maturity. (ii) if the Project Loan is a term loan, the Draw will have a Fixed Interest Rate with a duration to match the maturity of the Project Note (i.e. a three-year term loan would have a three-year fixed rate), based on the Fixed Interest Rate index on the date the Draw is funded, with monthly payments of principal and interest. Although a term loan will have a maturity equal to the maturity of the Project Note, not to exceed five years, Project Loans with real estate collateral or other collateral with a useful life exceeding five years may have an amortization longer than five years (subject to approval of the Credit Committee), with a balloon payment due at maturity.

(c) The Class B Lender in whose Geographical Area a Project Loan has been approved by the Credit Committee will fund a portion of the Project Loan equal to 14.2857% thereof or such greater amount as may be required by the Credit Committee in its reasonable discretion ("Class B Lender Top Loss"). If the Credit Committee determines the Class B Lender Commitment for a Project Loan should be greater than 14.2857% of the Project Loan and the subject Class B Lender fails to increase its Class B Lender Commitment for the Project Loan, the Credit Committee may in its discretion reduce the amount of the Project Loan. In such a case, the subject Class B Lender may withdraw its approval of the subject Project Loan and, if such approval is withdrawn, the subject Project Loan will not be made. Any loss incurred under a Project Loan shall first be paid by the Class B Lender Commitment. The Class A Lender shall fund 85.7143% of each Project Loan from the Allocated Amount unless the Credit Committee determines the Class B Lender Commitment for a Project Loan should be greater than 14.2857% of the Project Loan and the subject Class B Lender agrees to fund such additional amount. The

funded Class B Lender Commitment shall always be subordinate to the portion of the Project Loan funded by the Class A Lenders.

(d) The Class C Lender shall initially fund a total of \$600,000.00 for the Class C Lender Top Loss. The Class C Lender Top Loss will be held in the Restricted Account. Any loss incurred under a Project Loan in excess of the Class B Lender Commitment shall first be paid from funds in the Restricted Account to the extent it has funds available.

(e) Any loss incurred under a Project Loan in excess of the Class B Lender Commitment and the Class C Lender Top Loss shall be incurred by the Class A Lender.

(f) Notwithstanding anything to the contrary contained in this Agreement, if on the fifth day of any month during the term of this Agreement an amount equal to twenty-five percent (25%) of the Allocated Amount exceeds the Total Top Loss ("Total Top Loss Shortfall"), then the monthly Excess Spread for each Project Loan shall be contributed to the Class C Lender Top Loss until the Total Top Loss Shortfall has been eliminated, at which time the Administrative Agent shall be entitled to the monthly Excess Spread. Once the Administrative Agent has received any portion of the Excess Spread in accordance with the terms of this Agreement, the Administrative Agent will be entitled to retain such portion of the Excess Spread, even if there is another Total Top Loss Shortfall during the term of this Agreement, in which case the procedures contained in the immediately preceding sentence will apply and the Excess Spread shall again be applied to the Class C Lender Top Loss.

(g) The Administrative Agent shall deliver to the Credit Committee all of the information and documents listed on Exhibit G hereto (the "Approval Package"). The Approval Package shall state whether the proposed Project Loan is a Conforming Loan as defined in the Credit Manual. If the Administrative Agent determines such proposed Project Loan is not a Conforming Loan, the Approval Package shall include an analysis of the risks associated with the characteristics of the proposed Project Loan that make it a non-Conforming Loan. Following submission of any Approval Package with respect to any Project Loan, the Administrative Agent shall promptly provide to the Credit Committee such additional information with respect to such proposed Project Loan as the Credit Committee may reasonably request. The parties acknowledge and agree, and the Administrative Agent hereby covenants that the proceeds of any Project Loan made shall be used only in accordance with Schedule I attached hereto.

The Administrative Agent shall schedule meetings on a monthly basis for the Credit Committee, either in person or by teleconference (each, a "Credit Committee Meeting"). Approval Packages for proposed Project Loans shall be provided by the Administrative Agent to each member of the Credit Committee no later than five (5) days prior to the Credit Committee Meeting. After receipt of Approval Packages, members of the Credit Committee may correspond with the Administrative Agent to ask for more information and/or ask clarifying questions about each proposed Project Loan. At the Credit Committee Meeting, each Credit Committee member entitled to vote shall vote (either in-person or by proxy) to approve or disapprove the proposed Project Loan. Determinations made by the Credit Committee shall require a majority of the members of the full Credit Committee and shall include, without limitation, the interest rate, term, and amount of Project Loans.

(h) The Administrative Agent shall charge the Project Borrowers an Origination Fee of 2.0% of the principal amount of the Project Loan (the "Origination Fee"), which may be paid from the proceeds of such Project Loan. Any changes must be approved by the Credit Committee. The Administrative Agent may be entitled to other fees or reimbursement of expenses incurred in accordance with the Credit Manual.

(i) Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the Administrative Agent shall not submit an Approval Package for a proposed Project Loan that would cause the sum of (i) the proposed outstanding principal balance of all outstanding previously approved proposed Project Loans and (ii) the proposed outstanding principal balance of such proposed Project Loan, to exceed the remaining funding commitments available to the Borrower from the Class A Lender, the Class B Lenders, and the Class C Lender to originate all of such proposed Project Loans set forth in clauses (i) and (ii) of this sentence.

Section 1.4 Funding Requests.

(a) Each Draw (other than a Loan for a Project Loan Protective Advance) shall be requested by a Borrowing Request, substantially in the form of Exhibit C given by the Borrower to the Lenders not later than 12:00 noon Mountain Time five (5) Business Days prior to the proposed Funding Date. Not later than 12:00 noon Mountain Time on the proposed Funding Date and no earlier than the Business Day before the proposed Funding Date the Class A Lender and the Class B Lenders, as applicable, shall transfer to the Borrower Operating Account, by wire transfer in same day funds, the amount of their respective shares of such Borrowing. Notwithstanding the foregoing, a Lender may elect to fund its portion of a Loan earlier than the Business Day before the Funding Date provided that no interest shall accrue on such portion of the Loan until the Business Day before the Borrowing Date. Upon receipt of all such funds, the Administrative Agent, the Class A Lender, the Class B Lenders, and the Class C Lender, as applicable, shall be deemed to have authorized the release of such funds from the Borrower Operating Account to originate the Project Loans. The Class C Lender Top Loss shall be funded upon the closing of this Agreement.

(b) Funding requests may be made to the Lenders not more often than twice monthly and shall be in a principal amount of not less than \$10,000 for each Project Loan in the aggregate based on projected lending activity during the period prior to the Borrowing Termination Date.

Section 1.5 Borrowing Funding.

(a) Each Loan (other than a Loan for a Project Protective Advance) shall be used by the Borrower to fund Project Loan(s).

(b) Except as otherwise provided below, each Borrowing will be funded as set forth in Section 1.3(a), provided, that after giving effect to such Borrowing, the aggregate principal amount of all Loans made by (i) the Class A Lender (including Loans for a Project Protective Advance) shall not exceed the Class A Lender's Commitment, (ii) the Class B Lender (including Loans for a Project Protective Advance) shall not exceed such Class B Lender's

Commitment, and (iii) the Class C Lender (including Loans for a Project Protective Advance) shall not exceed the Class C Lender's Commitment.

(c) The size of a Project Loan shall be limited as follows:

(i) The amount of a Project Loan shall not exceed twenty-five percent (25%) of the applicable Class B Lender's Commitment unless approved by all members of the Credit Committee having a vote on the proposed subject Project Loan.

(ii) The amount of a Project Loan shall not exceed ten percent (10%) of the Total Loan Amount unless approved by all members of the Credit Committee having a vote on the proposed subject Project Loan.

(iii) The amount of a Project Loan shall not be less than \$50,000.00 unless approved by all members of the Credit Committee having a vote on the proposed subject Project Loan.

Section 1.6 Records of Lenders. The records of a Lender shall be presumptive proof (absent manifest error) of the amount of the indebtedness of Borrower to such Lender hereunder and under the applicable Facility Note. Borrower hereby authorizes the Lenders to endorse each Facility Note at any time with appropriate notations evidencing the date and the principal amount borrowed or repaid in accordance with the Lenders' records. At Borrower's request, Administrative Agent shall provide a monthly accounting of all unpaid accrued interest under each Loan.

Section 1.7 Notes; Principal and Interest.

(a) The Loans shall be evidenced by the Facility Note received by each Lender. Each Facility Note shall be substantially in the form of Exhibit B annexed hereto.

(b) Facility Notes.

(i) Interest.

A. Borrower shall pay interest on the unpaid principal amount thereof advanced thereunder from the date of such borrowing under the Facility Note at an interest rate equal to the Interest Rate until payment in full.

B. Each Facility Note shall accrue interest on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under such a Facility Note shall be computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in such Note. The calculation of interest under this Section 1.7(b)(i)(B) may not match the calculation of interest under the Project Notes.

C. The Interest Rate under a Facility Note may be based on the Fixed Interest Rate or the Variable Interest Rate as such terms are defined herein.

D. Notwithstanding any language to the contrary contained in this Agreement, Borrower shall only be required to pay principal or interest payments under a Facility Note to the extent Borrower receives such principal payments or interest payments on the Underlying Project Loans.

(ii) Each Facility Note shall mature on the applicable Facility Maturity Date and the Borrower shall pay the unpaid principal amount and any accrued but unpaid interest of such Facility Note on such Facility Maturity Date.

(iii) Each Facility Note shall be pre-payable in whole or in part without penalty, provided that, Borrower shall give the Administrative Agent no less than five (5) Business Days' notice of such prepayment. In the event of any prepayment of a Facility Note, whether voluntary or involuntary and whether or not due to acceleration of the maturity of such Facility Note or the Project Loan or any other reason whatsoever, such prepayment shall be accompanied by all interest accrued on the amount prepaid through such Prepayment Date. Until the expiration of the Borrowing Termination Date, Borrower shall have the right to reborrow funds that have been previously prepaid in accordance with Section 1.5 hereof at any time prior to the Borrowing Termination Date.

(iv) In addition to all other rights and remedies of any Lender under this Agreement or any other Loan Document, in the event that Borrower shall fail to make any payment due under the terms of a Facility Note after the expiration of any applicable grace periods or upon the occurrence of any other Event of Default under this Agreement, the outstanding principal amount of such Facility Note, shall bear interest at the Default Interest Rate.

(v) Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the interest paid or agreed to be paid under the Loan Documents to any Lender shall not exceed the Maximum Rate. If any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal amount of such Lender's Facility Note, or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by any Lender exceeds the Maximum Rate, the Lenders may, to the extent permitted by any applicable law, rule or regulation (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the obligations hereunder.

Section 1.8 Characterization of Loans. Each of the parties hereto agrees that the Loans made hereunder shall be treated as debt and agree not to challenge such characterization of the Loans as debt. Each of the parties hereto agree that there are no participations created in the Loans or any other debt under this Agreement except as permitted or contemplated by this Agreement.

Section 1.9 Increased Costs; Increased Capital; Taxes.

(a) Increased Costs. If (i) there shall be any increase in the cost to any Affected Party of agreeing to make or making, funding or maintaining the Lenders' Commitment, including, without limitation, due to a Change in Law, or (ii) any reduction in any amount receivable in respect thereof or otherwise under this Agreement, and such increased cost or reduced amount receivable is due to either:

(i) the introduction of or any change (including, without limitation, any change by way of imposition or increase of reserve requirements) in the interpretation of any law or regulation after the date hereof; or

(ii) the compliance with any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law),

then from time to time, such Affected Party may request that Borrower pay such Affected Party additional amounts sufficient to compensate such Affected Party for such increased cost or reduced amount receivable, including, without limitation, all interest and penalties thereon or with respect thereto, and all out of pocket expenses (including the reasonable fees and expenses of counsel in defending against the same), as reasonably determined by such Affected Party. Promptly, but in any event, within five (5) Business Days after receiving such request, Borrower will pay such additional amounts to such Affected Party.

(b) Increased Capital. If after the date hereof any Lender determines that (i) the adoption or implementation of or any change in or the interpretation of or the administration of any law or regulation or any guideline or request from any central bank or other Governmental Authority or quasi-governmental authority exercising jurisdiction, power or control over such Lender or banks or financial institutions generally (whether or not having the force of law), compliance with which affects or would affect the amount of capital required or expected to be maintained by such Lender or any entity controlling such Lender and (ii) the amount of such capital is increased by or based upon the making or maintenance by such Lender of its Loans or the existence of such Lender's obligation to make Loans, then, in any such case, upon written demand by such Lender, Borrower agrees immediately to pay to such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender or such entity therefor. Such demand shall be accompanied by a statement as to the amount of such compensation and include a summary of the basis for such demand with detailed calculations. Such statement shall be conclusive and bind for all purposes, in the absence of manifest error.

(c) Taxes.

(i) Any and all payments made by Borrower to any Lender under this Agreement or under such Lender's Facility Note or any other Loan Document shall be made free and clear of, and without reduction for or on account of, any and all present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes and franchise taxes or any other tax based upon net income, profits and/or gain imposed on an Affected Party as a result of a present or former connection between such Affected Party and the jurisdiction of the Governmental Authority imposing such tax or any

political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Affected Party having executed, delivered, registered or performed its obligations or received a payment under, or enforced, this Agreement). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") are required to be withheld from any amounts payable to such Affected Party hereunder, the amounts so payable to such Affected Party shall be increased to the extent necessary to yield to such Affected Party (after payment of all Non-Excluded Taxes) a payment equal to the amount that would have been paid but for the Non-Excluded Tax; *provided, however,* that Borrower shall not be required to increase any such amounts payable to any Affected Party that is not organized under the laws of the United States of America or a state thereof if such Affected Party fails to comply with the requirements of this Section 1.9(c). Whenever any Non-Excluded Taxes are payable by Borrower, as promptly as possible thereafter, Borrower shall send to the affected Lender for its own account or for the account of such Affected Party, as the case may be, a certified copy of an original official receipt received by Borrower showing payment thereof. If Borrower fails to pay any Non-Excluded Taxes when due to the appropriate taxing authority or fails to remit to such affected Lender the required receipts or other required documentary evidence, Borrower shall indemnify the applicable Affected Party for any incremental taxes, interest or penalties that may become payable by such Affected Party as a result of any such failure.

(ii) Each Affected Party shall deliver to Borrower (A) if such Affected Party is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, or is a "disregarded entity" within the meaning of Treasury Regulation 301.7701-2 owned by an Affected Party which is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, two (2) duly completed copies of Internal Revenue Service Form W 8BEN indicating that no United States withholding tax is due on any payment to such Affected Party pursuant to this Agreement or W 8ECI, as applicable, or the applicable successor form, or (B) otherwise, two (2) duly completed copies of Internal Revenue Service Form W 9, or the applicable successor form, as the case may be.

(d) Notification. In the event that any Affected Party becomes aware that any amounts are or will be owed to it pursuant to this Section 1.9, then it shall promptly notify Borrower as soon as possible thereafter. Such Affected Party shall submit to Borrower a certificate indicating the amount owing to it and the calculation thereof in reasonable detail. The amounts set forth in such certificate shall, in the absence of demonstrable error, be conclusive and binding. Subject to Article X hereof, promptly, but in any event within ten (10) Business Days after receiving such request, Borrower will pay such amounts to such Affected Party.

(e) Survival. Without prejudice to the survival of any other agreement of Borrower hereunder, the agreements and obligations of Borrower contained in this Section 1.9 shall survive the termination of this Agreement.

Section 1.10 Payments in Full; Taxes. All sums payable by Borrower hereunder shall be paid in full, free of any deductions or withholdings. Borrower shall pay directly to the appropriate taxing authority or reimburse the Lenders for any and all present and future taxes and charges relating to this transaction, except for taxes which are imposed on or measured by any

Lender's net income, profits and/or gain, or the execution, delivery, performance and enforcement of the Loan Documents and all taxes on such payments and reimbursements.

Section 1.11 Sharing of Payments. If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of principal of or interest on any of its Loans to Borrower or other Obligations of Borrower hereunder (other than pursuant to Section 1.7) in excess of its ratable share of such payments (as determined pursuant to Article X or Article VII, in the case following an Event of Default and the exercise of remedies as contemplated thereby), such Lender shall forthwith purchase from the other Lenders such participations in the Loans made by them or such other Obligations as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of such other Lenders, *provided, however*, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid for such participation to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any principal, interest or other Obligations paid or payable by the purchasing Lender in respect of the total amount so recovered. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 1.11 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 1.12 CRA Sub-Allocation. Each Class A Lender may receive credit for Community Reinvestment Act purposes commensurate with the amount of its respective Percentage Interest in each of the Project Loans.

ARTICLE II

PROJECT LOAN DOCUMENTS

Section 2.1 Project Loan Documentation. The Borrower will use standard Project Loan documents provided by the Servicer to make Project Loans. Borrower shall make available upon request by any Lender copies of duly, properly and fully executed copies of all of the Required Loan Documentation and the documents described in Section 2.2, all of which shall be materially in the form of the Project Loan Documentation.

Section 2.2 Required Project Loan Documents. The Administrative Agent shall, concurrently with each Borrowing used to fund such Project Loan (other than Borrowings constituting Loans for Project Loan Protective Advances) deliver to the Lenders copies of the following documents:

(a) A copy of (i) all fully executed Required Loan Documentation, which shall include a personal guaranty from each Person owning, directly or indirectly, twenty percent (20%) or more of the Project Borrower;

(b) Copies of policies or certificates of insurance, wherein Borrower shall be named as an additional insured and as additional payee to the extent required pursuant to the Credit Manual, from an insurance rated "A/X" or better by Best and otherwise acceptable to the Administrative Agent and in a form acceptable to the Administrative Agent and in an amount required under the Credit Manual.

(c) Conformed copies of filed UCC financing statements given to the Borrower as secured party, by the applicable Project Borrower;

(d) The payment schedule for each Project Loan;

(e) Conformed copies of resolutions of the Project Borrower's board of directors or other comparable documents for a Project Borrower that is, or its controlling entity is, a partnership or limited liability company authorizing entering into and executing the Project Loan Agreement, the other Project Loan Documentation and all agreements and other documents in connection therewith, certified by the secretary or an assistant secretary or other authorized officer of such Project Borrower to be a true copy of resolutions or comparable documents duly adopted, unmodified and in full force and effect;

(f) A copy of a title insurance policy, if applicable;

(g) Intentionally deleted;

(h) Intentionally deleted;

(i) Any other deliverables specified in the Credit Manual; and

(j) Such reports and accountings as required by Lenders reconciling how payments of principal and interest will be applied and allocated to the Lenders participating in such Project Loan.

Section 2.3 Servicing of Project Loans. In the event Borrower and Servicer are different entities, Borrower shall enter into a Servicing Agreement with Servicer requiring Servicer to service each Project Loan in the manner required thereby and in accordance with this Agreement and Borrower's governing documents, in form and substance acceptable to each of Lenders. If Borrower and Servicer are the same entity, Borrower shall conform to the servicing standards set forth in Exhibit F.

Section 2.4 Required Deliveries to Servicer. In order to permit Servicer to service each Project Loan, Borrower shall, concurrently with the funding of each Loan (other than Loans for Project Loan Protective Advances) deliver to Servicer a copy of all Required Project Loan documents identified in Section 2.2.

ARTICLE III

CLOSING PROCESS AND PROCEDURES

Section 3.1 Timing of Closings.

(a) The obligation of the Class A Lender and the Class B Lenders to lend any funds to Borrower shall be subject to compliance, on the Funding Date with the conditions set forth herein. The Class C Lender Top Loss shall be funded upon the closing of this Agreement.

(b) The Borrower shall originate and fully fund Project Loans in its own name prior to the Borrowing Termination Date and on or prior to the applicable Loan Settlement Date, as applicable.

Section 3.2 Conditions Precedent to Effectiveness of the Agreement.

Prior to or concurrent with the Effective Date of this Agreement, Borrower shall:

(a) Execute and deliver to the Administrative Agent and/or any of the Lenders fully executed original sets of all Loan Documents, other documents, instruments and forms of evidence or other materials reasonably requested by the Administrative Agent and the Lenders, under the terms of this Agreement or any of the other Loan Documents; and

(b) Deliver to the Lenders a certificate from an Authorized Officer of the Administrative Agent (including in its capacity as the Member) dated as of the Effective Date certifying that attached thereto are (i) true and correct copies of Borrower's and Administrative Agent's certificate of formation, certificate of incorporation, operating agreement, bylaws or other governing documents, (ii) good standing certificates of Borrower and Administrative Agent, (iii) true and correct copies of the resolutions (which certificate shall state that such resolutions have been duly adopted, unmodified and in full force and effect as of the Effective Date) of (A) Borrower and the Administrative Agent authorizing Borrower to execute all of the applicable Loan Documents to which it is a party and (B) the board of directors, or other governing body, of Administrative Agent authorizing Administrative Agent to execute all applicable Loan Documents to which it is a party, and (iv) such other items as may be reasonably requested by the Lenders;

(c) Deliver to the Lenders, in form satisfactory to each of them, an opinion of counsel to Borrower, addressed to the Administrative Agent and the Lenders, covering such matters as reasonably requested by the Administrative Agent and/or any of the Lenders, including, without limitation, opinions as to the due formation and valid existence of Borrower, authority to execute, deliver and perform under the Loan Documents then executed, and the binding, valid and enforceable nature of the Loan Documents then executed.

Section 3.3 Conditions Precedent to each Draw. In addition to the satisfaction of all conditions set forth in Articles I and II hereof and concurrently with and as a condition precedent to each Draw:

(a) Except in the case of Project Loan Protective Advances, Borrower shall:

(i) reaffirm to each Lender providing a Draw that the representations and warranties contained in Article IV of this Agreement shall be true in all material respects on and as of each date of funding of such Loan hereunder;

(ii) represent to each Lender providing a Draw that there exists no Event of Default and that no event has occurred or failed to occur as of any such date which with the passage of time or the giving of notice, or both, would constitute an Event of Default; and

(iii) represent to each Lender providing a Draw that no Borrower Material Adverse Effect shall have occurred since the Effective Date.

(b) No Event of Default or Unmatured Event of Default shall have occurred and be continuing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans, Borrower represents and warrants to each of the Lenders and the Administrative Agent the following, and further covenants and agrees that if it shall hereafter make any request for a Loan that the acceptance of funding of such request shall be deemed to be a reaffirmation by Borrower that such representations and warranties are then still true, accurate and complete in all material respects:

Section 4.1 Status; Ownership; Single Purpose Entity.

(a) Borrower is a limited liability company, duly formed, validly existing and in existence to do the business contemplated in this Agreement under the laws of the State of Utah, is not in violation of any provision of its organizational documents and has the power to own its property and assets, to carry on its activities as now being conducted by it, to execute, deliver and perform this Agreement and the other Loan Documents, to borrow hereunder and to consummate all of its transactions contemplated herein and thereby.

(b) Intentionally Omitted.

(c) The sole member of Borrower is recognized by the Internal Revenue Service as tax-exempt under Section 501(c)(3) of the Code, and because Borrower is a disregarded entity for federal income tax purposes, Borrower is also tax-exempt.

Section 4.2 Authorization. Borrower has taken all necessary limited liability company and legal action to authorize it to obtain the Loans and to originate or purchase Project Loans with the proceeds thereof; this Agreement and the other Loan Documents are or will be when executed and delivered duly authorized by all requisite action on the part of Borrower; and neither the execution and delivery of this Agreement nor any other Loan Document violates or will when executed and delivered violate any applicable provisions of law or any applicable order of any court or agency of government, or conflict with, result in the breach of, or constitute a default under, the certificate of formation or operating agreement of Borrower or (with due notice or lapse of time or both) any indenture, agreement or other instrument to which Borrower is party or by which it is bound.

Section 4.3 Litigation. Except with respect to any act, event or occurrence described in this Section 4.3 that would not have a Borrower Material Adverse Effect, there are

no actions or proceedings pending or, to Borrower's knowledge, threatened by or against Borrower before any court or administrative agency and Borrower has no knowledge of any pending, threatened, or imminent litigation, governmental investigations or claims, complaints, actions, prosecutions, judgments or orders involving it. If any of the foregoing arise prior to termination of this Agreement, Borrower shall notify the Administrative Agent and Lenders in writing within ten (10) Business Days of obtaining knowledge thereof.

Section 4.4 Regulation U. Borrower is not engaged principally or as one of its important activities in the business of extending credit for the purpose of purchasing or carrying margin stock (in each case within the meaning of Regulation U of the Board of Governors of the Federal Reserve) and no part of the proceeds of any Loan hereunder will be used to purchase or carry margin stock or for the purpose of extending credit to any other Person or entity for purchasing or carrying margin stock.

Section 4.5 Binding Obligations. This Agreement and the other Loan Documents to which it is a party constitute or, when executed and delivered, shall constitute, the legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to general rules of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

Section 4.6 No Debt. Borrower has no Debt except pursuant to Section 5.11 hereof.

Section 4.7 Not on Government Lists. The Borrower is not now, nor has it ever been (i) listed on any Government Lists, (ii) a Person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity.

Section 4.8 No Borrower Material Adverse Effect. Since the date of the last financial statement delivered pursuant to Section 12.1 hereof, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Borrower Material Adverse Effect.

Section 4.9 Consents. No consent of any other party and no consent, license, approval or authorization of, exemption by or registration or declaration with, any governmental instrumentality, domestic or foreign, is required to be obtained by Borrower in connection with the execution, delivery or performance of this Agreement or any of the other Loan Documents.

Section 4.10 Additional Representations and Warranties.

(a) All financial statements and related financial information heretofore and hereafter delivered to any Lender or the Administrative Agent by Borrower, including, without

limitation, information relating to the financial condition of Borrower fairly and accurately represent the financial condition of the subject thereof and have been prepared (except as noted therein) in accordance with generally accepted accounting principles consistently applied.

(b) Borrower is in compliance in all material respects with, or exempt from, all applicable laws, rules, regulations and orders applicable to it, including without limitation all applicable labor, environmental, tax and employment laws, and has obtained all licenses and permits required under any such laws.

(c) Borrower has paid and discharged before the same has become delinquent all applicable taxes for which Borrower is liable or to which its income or property is subject, except any taxes the validity or amount of which is being contested in good faith by Borrower in appropriate proceedings with provision having been made to the satisfaction of Administrative Agent for the payment thereof in the event the contest is determined adversely to Borrower. Borrower is not subject to, nor are there pending, any tax audits.

(d) Borrower is not the subject of any pending, or to Borrower's knowledge threatened, bankruptcy, receivership, insolvency or creditors' rights Proceedings, whether voluntary or involuntary.

(e) Borrower is not an "investment company" as that term is defined in, and is not otherwise subject to regulation under, the Investment Company Act of 1940, as amended, and Borrower is not a "holding company" as that term is defined in, and is not otherwise subject to regulation under, the Public Utility Holding Company Act of 1935, as amended.

(f) Neither the Borrower nor any of the Borrower's Affiliates has any outstanding publicly-traded Debt or equity.

Section 4.11 Representations and Warranties Regarding the Project Loans. The Borrower hereby represents and warrants to the Lenders and the Administrative Agent with respect to each Project Loan originated by the Borrower, unless otherwise disclosed in writing to the Lenders, that:

(a) Such Project Loan will be a legal, valid and binding full recourse obligation of the Project Borrower thereunder and any other obligor thereunder (i.e., guarantor), enforceable in accordance with the written terms of the related Project Loan Documents.

(b) To the Borrower's knowledge, the transaction evidenced by such Project Loan is and the Project Loan Documents are in conformity with all applicable statutes, laws, rules and regulations and fully enforceable in accordance therewith.

(c) There will be only one original executed Project Note evidencing such Project Loan.

(d) Such Project Loan will be originated in compliance with the Credit Manual, and the Underwriting Guidelines.

Section 4.12 No “Accumulated Funding Deficiency”. No “accumulated funding deficiency” (as defined in Section 302 of ERISA) exists with respect to any “employee pension benefit plan,” as such term is defined in Section 3(2) of ERISA, maintained by Borrower or any of its ERISA Affiliates.

ARTICLE V COVENANTS

Borrower covenants and agrees that, unless otherwise agreed to in writing by the Lenders, until each of the Obligations shall have been paid in full and the Lenders’ Commitments have terminated, as follows:

Section 5.1 Enforcement of Project Loans. Subject to the terms of this Agreement and the Servicing Agreement, Borrower shall at all times diligently, expeditiously and in a commercially reasonable manner, pursue and enforce Borrower’s rights as owner of the Project Loans, *provided, however*, that no member of Borrower shall be required to contribute funds for the purpose of satisfying any of the obligations imposed on Borrower pursuant to this Section 5.1.

Section 5.2 Accounting and Tax Reporting. Borrower shall not make any change (a) in accounting treatment and reporting practices except as permitted or required by generally accepted accounting principles or (b) in tax reporting treatment except as permitted or required by law.

Section 5.3 Equity Investments. Borrower will make no equity investments in any other Person or entity, including partnerships and joint ventures.

Section 5.4 Exercise of Rights with Respect to Servicer. Borrower will not replace the Servicer, or amend, modify or terminate the Servicing Agreement, without the prior unanimous written approval of the Disinterested Lenders; *provided, however*, that no such approval shall be required to terminate the Servicer if such termination or replacement is in accordance with the Servicing Agreement.

Section 5.5 Increases in Fees to Any Person. Notwithstanding any provision of this Agreement to the contrary, Borrower will not agree to any increase in the amount of, nor any acceleration of the payment of, any fees payable by Borrower to the Administrative Agent, the Servicer or any other Person without the prior written unanimous consent of the Disinterested Lenders.

Section 5.6 Intentionally Deleted.

Section 5.7 Preservation of Business. Borrower shall preserve, renew and keep in full force and effect its limited liability company existence and take all reasonable action to maintain and conduct its business and shall not, without the prior written consent of all of the Lenders enter into any merger, consolidation or amalgamation or liquidate, wind up or dissolve itself.

Section 5.8 Credit Manual and Underwriting Guidelines. Borrower shall comply in all material respects with the Credit Manual and the Underwriting Guidelines when financing new Project Loans.

Section 5.9 Deposits into Borrower Operating Account. The Borrower shall cause each Project Borrower to remit all payments with respect to each Project Loan solely to the Borrower Operating Account and shall deposit all collections received by the Borrower or any Affiliate of the Borrower in respect of a Project Loan into the Borrower Operating Account within two (2) Business Days of receipt thereof. Borrower shall instruct each Project Borrower to clearly identify the Project Loan as to which each payment is being made. On the first day of each month, Borrower shall transfer funds from the Borrower Operating Account to the Restricted Account in the amount to which the Class A Lenders are entitled under Sections 10.2(a) and 10.2(b) of this Agreement and any portion of the Excess Spread required to be applied toward the Total Top Loss Shortfall under Section 1.3(f) of this Agreement for the applicable month.

Section 5.10 Guarantees. Borrower shall not guaranty or become liable in any way as a surety, endorser (other than as endorser of negotiable instruments in the ordinary course of business) or accommodation endorser or otherwise for debt or obligations of any other Person or entity.

Section 5.11 Other Indebtedness.

(a) Borrower shall not create, incur, assume or permit to exist any Debt or liabilities resulting from borrowings, loans or advances, by guaranty or otherwise, whether secured or unsecured, except for customary trade payables in the ordinary course of the Borrower's business and the liabilities of Borrower to the Lenders for money borrowed hereunder.

(b) Borrower shall not make loans, advances or investments to or in any Person or entity except Project Loans originated or purchased by Borrower.

Section 5.12 Amendment of Organizational Documents. Borrower shall not materially amend or permit the amendment of, any of the organizational documents of Borrower (including Borrower's Operating Agreement), and shall not make any change in the objectives of the Borrower, without the prior unanimous consent of the Disinterested Lenders.

Section 5.13 Change of Control. Borrower shall not cause or permit the occurrence of a Change of Control. Borrower shall promptly deliver notice to Lenders should the Managing Member cease to be recognized by the Internal Revenue Service as tax-exempt under Section 501(c)(3) of the Code.

Section 5.14 Additional Covenants. Borrower additionally covenants and agrees that it shall:

(a) Comply in all material respects with all applicable federal, state and local laws, rules and regulations necessary for the transaction of its business, including without limitation all applicable labor, environmental, tax and employment laws, and shall obtain and

maintain all licenses and permits required under any such laws which, if not obtained or maintained, could cause Borrower to be in breach in any material respect of any of the foregoing laws, rules and regulations or otherwise result in a Borrower Material Adverse Effect;

(b) Pay and discharge before the same shall become delinquent all applicable taxes for which Borrower is liable or to which its income or property is subject, except any taxes the validity or amount of which is being contested in good faith by Borrower in appropriate proceedings with provision having been made to the satisfaction of the Administrative Agent for the payment thereof in the event the contest is determined adversely to Borrower;

(c) Use (or cause to be used) the proceeds of the Loans solely to originate Project Loans or, as provided in Section 1.3, fund advances for Project Loan Protective Advances to the extent permitted hereunder;

(d) Maintain (or cause to be maintained) with respect to all of its properties and operations policies of insurance carried with responsible companies in such amounts and covering all such risks as shall be reasonably satisfactory to the Administrative Agent, and furnish to the Administrative Agent upon request of any Lender certificates of insurance or duplicate policies evidencing such coverage;

(e) Maintain separate complete books of account and other records for disbursement and use of the Loans, and the same shall be available for inspection and copying by any Lender, upon request of such Lender, at any time, upon reasonable prior notice, except that no such prior notice shall be required following the occurrence of an Event of Default or Unmatured Event of Default; and

(f) Comply with the Conflict of Interest Policy attached as Exhibit I.

Section 5.15 Delivery of Original Project Notes, Project Loan Agreements and Project Guarantees. The Borrower shall deliver to the Administrative Agent (i) the originals of the Project Note, the Project Loan Agreement and the Project Guaranty, as applicable, with respect to each Project Loan originated under the Facility on the Loan Settlement Date and (ii) if applicable, a copy of the final title insurance policy with all required endorsements and the related plat map, if applicable, with respect to each Loan and Project Loan originated under the Facility promptly upon its receipt thereof.

Section 5.16 Delinquent Loans.

(a) Within 15 days from the date on which any Project Loan becomes a Delinquent Loan, the Administrative Agent shall provide notice to the Lenders. Within thirty (30) days from the date on which any Project Loan becomes a Delinquent Loan, the Borrower, the Administrative Agent and the Servicer shall work with the Project Borrower to expeditiously develop a work-out plan ("Work-Out Plan") in accordance with the Credit Manual. If there is no Work-Out-Plan in effect within 75 days after a Project Loan becomes a Delinquent Loan, the Borrower will pursue its legal remedies to collect payment under the Project Loan Documentation. A Work-Out-Plan will not be implemented unless approved by the Credit Committee.

(b) On the Facility Maturity Date, Borrower shall assign all Delinquent Loans and/or Defaulted Loans funded with Loan proceeds hereunder and remaining outstanding on such date to Administrative Agent and the Administrative Agent shall thereafter manage such Delinquent Loans (including the liquidation thereof) for the benefit of the Lenders in accordance with the provisions of this Agreement.

Section 5.17 No Pledges. Borrower will not create, incur, assume, or suffer to exist any lien, security interest, pledge or other encumbrance on any of its property, including, without limitation, the Project Notes and any collateral securing the obligations of such Project Notes, whether now owned, or hereafter acquired, without the prior written consent of the Lenders holding a Majority-in-Interest.

Section 5.18 Change in Management. Borrower shall give (or cause to be given) to the Lenders five (5) days' advance notice of any change in the President, Chief Financial Officer, or Executive Director of USBGI.

Section 5.19 Financial Covenants.

(a) Beginning on the earlier to occur of December 31, 2018, or the Closing of five (5) Project Loans, the total principal amount of all Project Loans delinquent for sixty days or longer must not exceed 12% of the total principal amount of all outstanding Project Loans.

(b) Borrower shall at all times maintain a ratio of Current Assets to Current Liabilities of greater than 1.0:1.0. This ratio will be calculated at the end of each reporting period for which Lenders require financial statements, using the results of that reporting period.

Section 5.20 Sunshine Requirements. Borrower and its subsidiaries, if any, shall comply with applicable local, state and federal laws and regulations, to include without limitation, environmental laws and regulations and the Community Reinvestment Act "Sunshine Requirements" set forth in 12 U.S.C. § 1831y, and shall notify Lender of the institution or threatened institution of any action, suit, investigation or proceeding against or affecting the Borrower or any of its subsidiaries, including any such investigation or proceeding by any governmental authority or private party with respect to any of their respective properties, or, to Borrower's knowledge, against any Person or entity to whom any of Borrower's or its subsidiaries' loans are outstanding or with respect to any of such Person's or entity's properties securing such loan, except for such action, suit, investigation or proceeding which if adversely determined would not have a Borrower Material Adverse Effect.

ARTICLE VI

THE ADMINISTRATIVE AGENT

Section 6.1 Authorization and Action.

(a) Each Lender hereby appoints and authorizes the Administrative Agent as its representative to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Agreement and the other Loan Documents, the Administrative

Agent, acting in such capacity, shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of Lenders holding a Majority-in-Interest (or other required voting interests as set forth herein), and such instructions shall be binding upon all Lenders of such Loan; *provided, however*, that the Administrative Agent shall not be required to take any action which is contrary to this Agreement or applicable law. The Administrative Agent agrees to give to each Lender prompt notice of each notice given to it by the Borrower pursuant to the terms of this Agreement.

(b) Notwithstanding the use of the defined term “Administrative Agent,” it is expressly understood and agreed that the Administrative Agent shall not have any fiduciary responsibilities to any Lender by reason of this Agreement or any other Loan Document and that the Administrative Agent is merely acting as the contractual representative of the Lenders with only those duties as are expressly set forth in this Agreement and the other Loan Documents. In its capacity as the Lenders’ contractual representative, the Administrative Agent (i) does not hereby assume any fiduciary duties to any of the Lenders, (ii) is a “representative” of the Lenders within the meaning of the term “secured party” as defined in the UCC and (iii) is acting as an independent contractor, the rights and duties of which are limited to those expressly set forth in this Agreement and the other Loan Documents.

Section 6.2 Administrative Agent’s Reliance, Etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or any other Loan Document, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Administrative Agent, acting in such capacity: (i) may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) except as expressly provided herein, makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or any other Loan Document; (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other Loan Document on the part of the Borrower or any Lender or to inspect the property (including the books and records) of the Borrower or any Lender; (iv) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto; and (v) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (which may be by registered or certified mail or electronic mail) believed by it to be genuine and signed or sent by the proper party or parties.

Section 6.3 USBGI and Affiliates. With respect to its Commitment as a Class C Lender and the advances made by it, USBGI shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Administrative Agent; and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated, include USBGI in its individual capacity, as applicable. USBGI and its Affiliates may

accept deposits from, lend money to, act as trustee under indentures of, and generally engage in any kind of business with, the Borrower or any Lender, any of their respective Affiliates and any Person who may do business with or own securities of the Borrower or any Lender or any such Affiliate, all as if USBGI were not the Administrative Agent and without any duty to account therefor to the Lenders.

Section 6.4 Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender received and reviewed such documents and information as it has deemed appropriate, and made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

Section 6.5 Indemnification; General Immunity.

(a) The Lenders agree to indemnify the Administrative Agent (to the extent not indemnified by the Borrower pursuant to Section 9.1 of this Agreement or reimbursed by the Borrower pursuant to Section 10.2 and without any prejudice to the Lenders' ability to seek contribution, indemnity or reimbursement from the Borrower for the same under Section 9.1 of this Agreement), ratably according to their respective Commitment Percentages, and not to exceed, each Lender's respective unfunded portion of the Commitment, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted by the Administrative Agent under this Agreement or any other Loan Document, provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct and provided further that the Administrative Agent shall have exhausted all recourse against Borrower before seeking indemnification from the Lenders. Without limitation of the foregoing, each Lender agrees to reimburse the Administrative Agent promptly upon demand for its ratable share according to their respective Commitment Percentages, at the time of determination, of any reasonable out-of-pocket expenses (including counsel fees) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement or any other Loan Document, to the extent that the Administrative Agent is not reimbursed for such expenses by the Borrower. The Administrative Agent shall use its best efforts to provide Lenders with notice of expenses incurred by it pursuant to this Section 6.5, and, to the extent reasonably possible, seek the prior approval of the Lenders prior to incurring such expenses.

(b) Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable to the Borrower, the Lenders or any Lender for any action taken or omitted to be taken by it or them in good faith hereunder or under any other Loan Document or in connection herewith or therewith except to the extent such action or inaction is determined in

a final non-appealable judgment by a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of such Person.

Section 6.6 **Successor Administrative Agent.** The Administrative Agent may resign at any time by giving no less than sixty (60) days' prior written notice thereof to the Lenders and the Borrower and, (a) in the event that the Administrative Agent breaches its obligations hereunder, or (b) the Class A Lender otherwise determines, in its reasonable discretion exercised in good faith, that such removal is necessary, then the Administrative Agent may be removed by the vote of the Class A Lender. Upon any such notice of resignation or removal, a successor Administrative Agent shall be selected and appointed by at least two thirds (2/3) of the Class A Lenders and two thirds (2/3) of the Class B Lenders. The resignation of the Administrative Agent shall take effect upon the acceptance by a successor Administrative Agent of appointment under this Section 6.6 or as otherwise provided herein. If no successor Administrative Agent shall have been so appointed, and shall have accepted such appointment, within thirty (30) days after the retiring Administrative Agent's giving of notice of resignation or the removal of the retiring Administrative Agent, then the Class A Lender may elect to appoint itself or one of its Affiliates, to perform the Administrative Agent's duties until a successor Administrative Agent is appointed, such appointment to be made promptly in accordance with the terms of this Section 6.6, or if the Class A Lender is elected to perform such duties, the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent. In the event that a successor Administrative Agent has not been appointed and has not accepted its appointment within sixty (60) days after the retiring Administrative Agent's giving of notice of resignation, the Borrower shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than \$500,000,000, and experience in performing the duties of an administrative and collateral agent for credit facilities involving multiple lenders and of similar size as the Loan. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Article VI shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement. In the event that Administrative Agent fails to perform its duties hereunder, and does not cure such failure within thirty (30) days of notice thereof from the Class A Lender, or during any period before a replacement Administrative Agent is appointed following the removal of the Administrative Agent in accordance with this Section 6.6, the Class A Lender, or its Affiliates, may perform all or certain of such Administrative Agent duties until either the Administrative Agent properly performs its duties as determined by the Class A Lender in its reasonable discretion exercised in good faith, or a replacement Administrative Agent is appointed, as applicable.

Section 6.7 **Disclosures.** The Borrower and each Lender hereby acknowledge and agree that USBGI is the Administrative Agent, the Class C Lender, and the sole member of the Borrower. USBGI has separate rights and obligations in each of these separate roles. As the Class C Lender, USBGI shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the sole member of the Borrower or Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly

indicated, include USBGI. Notwithstanding the foregoing, all matters requiring the approval of the Lenders shall include the approval of the Class A Lender.

Section 6.8 Compensation. The parties hereto agree that the Origination Fee is commercially reasonable compensation for the services performed by the Administrative Agent hereunder, similar to compensation that would be agreed upon by unrelated third parties.

Section 6.9 Additional Services. The Administrative Agent may, at the request of the Borrower, perform such other services as may be mutually agreeable to the Administrative Agent and the Borrower; provided that such services are upon terms that are (i) arm's length, (ii) relate to financial services and receive the consent of a Majority In Interest of the Disinterested Lenders.

Section 6.10 Beneficiaries. Except as expressly provided herein, the provisions of this Article VI are solely for the benefit of the Administrative Agent and the Lenders, and the Borrower shall have no right to rely on or enforce any of the provisions hereof.

Section 6.11 Financial Covenants.

(a) Beginning on the earlier to occur of December 31, 2018, or the Closing of five (5) Project Loans, the total principal amount of all Project Loans delinquent for sixty days or longer must not exceed 12% of the total principal amount of all outstanding Project Loans.

(b) Administrative Agent shall at all times maintain a ratio of Current Assets to Current Liabilities of greater than 1.0:1.0. This ratio will be calculated at the end of each reporting period for which Lenders require financial statements pursuant to Section 11.1, using the results of that reporting period.

Section 6.12 Grant of Security Interests.

(a) Borrower hereby grants to Lenders, to secure the payment and performance in full of all of the Obligations under this Agreement and the Facility Notes, a security interest in and so pledges and assigns to Lenders the following: (i) all of the Project Loans, the Project Notes, the Project Loan Agreements, the Project Loan Documentation, the Project Guaranties, as applicable, with respect to each Project Loan originated under the Facility; (ii) all accessions, additions, and substitutions of any of the foregoing; and (iii) all proceeds of any of the foregoing, whether any of the foregoing is owned now or acquired later; all accessions, additions, and substitutions of any of the foregoing; and all proceeds of any of the foregoing (all of the same being hereinafter called the "Facility Collateral"), and all insurance claims and other proceeds or products thereof, whether now owned or existing or hereafter acquired or arising, wherever located and whether in Borrower's possession and control or in the possession and control of a third party.

(b) Borrower hereby irrevocably authorizes Lenders, or the Administrative Agent on behalf of the Lenders, at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any amendments to any previously filed financing statements and file such additional financing statements and amendments thereto that (a) indicate the Facility Collateral, and (b) provide any other information required by Article 9a of the

Uniform Commercial Code, for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organizational identification number issued to Borrower. Borrower agrees to furnish any such information to Lenders promptly upon Lenders' request.

(c) To further the attachment, perfection and first priority of, and the ability of Lenders to enforce, Lenders' security interest in the Facility Collateral, and without limitation on Borrower's other obligations in this Agreement, Borrower agrees, in each case at Borrower's expense, to take the following actions with respect to the following Facility Collateral:

(i) If any Facility Collateral is at any time in the possession of a bailee, Borrower shall promptly notify Lenders, or the Administrative Agent on behalf of the Lenders, thereof and, at Lenders' request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to Lenders, that the bailee holds such Facility Collateral for the benefit of Lenders, and that such bailee agrees to comply, without further consent of Borrower, with instructions from Lenders as to such Facility Collateral. Lenders agree with Borrower that Lenders shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by Borrower with respect to the bailee.

(ii) Borrower further agrees, at the request and option of Lenders, to take any and all other actions Lenders may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of Lenders to enforce, Lenders' security interest in any and all of the Facility Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that Borrower's signature thereon is required therefor, (b) causing Lenders' name to be noted as Lenders on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of Lenders to enforce, Lenders' security interest in such Facility Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Facility Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Lenders to enforce, Lenders' security interest in such Facility Collateral, (d) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to Lenders, including, without limitation, any consent of any licensor, lessor or other Person obligated on Facility Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to Lenders and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by Lenders to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

(b) Borrower further represents and warrants to Lenders as follows: (a) Borrower is or will be the owner of or has other rights in or power to transfer the Facility Collateral, free from any right or claim or any Person or any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement and other liens permitted by the Loan Agreement and (b) the security interests granted herein are perfected and are of first priority.

(c) Borrower covenants with Lenders as follows: (a) the Facility Collateral, to the extent not delivered to Lenders pursuant to Section 2.2, will be promptly delivered upon request, (b) except for the security interest herein granted and liens permitted by the Loan Documents, Borrower shall be the owner of or have other rights in the Facility Collateral free from any right or claim of any other Person, lien, security interest or other encumbrance, and Borrower shall defend the same against all claims and demands of all Persons at any time claiming the same or any interests therein adverse to Lenders, (c) Borrower shall not pledge, mortgage or create, or suffer to exist any right of any Person in or claim by any Person to the Facility Collateral, or any security interest, lien or encumbrance in the Facility Collateral in favor of any Person, other than Lenders, except for liens permitted by the Loan Documents, (d) Borrower will pay promptly when due all taxes, assessments, governmental charges and levies upon the Facility Collateral or incurred in connection with the use or operation of such Facility Collateral or incurred in connection with this Agreement, and (e) Borrower will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Facility Collateral or any interest therein.

(d) The powers conferred on Lenders hereunder are solely to protect its interests in the Facility Collateral and shall not impose any duty upon it to exercise any such powers. Lenders shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for Lenders' own gross negligence or willful misconduct.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. The occurrence of any of the following events shall be an Event of Default hereunder:

(a) Failure by Borrower to pay any (i) principal or interest that is due and payable on any Facility Note pertaining to a Project Loan payment actually made by a Project Borrower to Borrower, which failure shall remain unremedied for ten (10) days after written notice thereof has been provided by any Lender to Borrower, or (ii) other amount required to be paid hereunder or under one or more of the Loan Documents (that Borrower has received from a Project Borrower with respect to the Project Loan other than principal or interest on any Facility Note), which failure shall remain unremedied for thirty (30) days after written notice thereof has been provided by any Lender to Borrower. Borrower will no longer be entitled to either such ten (10) or thirty (30) day cure period after the first two (2) such failures). Notwithstanding any language to the contrary contained in this Agreement, Borrower shall only be required to pay principal or interest payments under a Facility Note to the extent that they have received the payment.

(b) Borrower shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any Proceeding shall be instituted by or against Borrower seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law

relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such Proceeding instituted against it (but not instituted by it), either such Proceeding shall remain undismissed or unstayed for a period of sixty (60) days, or any of the actions sought in such Proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for it, or for any substantial part of its property) shall occur; or Borrower shall take any action to authorize any of the actions set forth above in this subsection (b); or

(c) Borrower shall fail to pay any principal of or premium or interest on any Debt (but excluding Debt evidenced by any Facility Note or by a Project Loan Protective Advance, which is separately addressed by clause (a) above) of Borrower when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any such Debt shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof; or

(d) Borrower fails to comply with or perform as and when required or to observe any of the material terms, conditions or covenants contained in this Agreement; or

(e) If Borrower shall fail to perform or observe any other material term, covenant or agreement to be performed or observed by such Person contained herein or in any other Loan Document to which it is a party (except for any term or covenant which is the subject of another subsection of this Section 7.1), in each case, if such failure shall remain unremedied for thirty (30) days after notice from the Administrative Agent or any Lender with respect thereto; or

(f) (i) Any uninsured judgment or order for the payment of money in excess of \$250,000 shall be rendered against Borrower and (ii) (A) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (B) there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(g) Any Change of Control shall occur; or

(h) Any provision of this Agreement, any Facility Note, or any other Loan Document shall for any reason cease to be valid and binding on Borrower or the Administrative Agent (as the case may be), or Borrower or the Administrative Agent shall so state in writing; or

(i) Any representation, warranty, certification or statement made in writing by Borrower (i) made herein or in any other Loan Document or (ii) made in any certification or documentation required to be provided by any of such parties during the term of the Facility

and/or in connection with any borrowing, shall prove to have been incorrect in any material respect when made or deemed made.

Section 7.2 Remedies. If an Event of Default shall occur and be continuing then, in addition to all other rights the Lenders may have under this Agreement, the other Loan Documents and any other applicable laws (including, without limitation the imposition of the Default Interest Rate with respect to the Obligations in accordance with Section 1.7(b)(iv)), the Administrative Agent (with the permission or at the direction of Disinterested Lenders holding a Majority-in-Interest) may, without notice to Borrower (which notice is hereby expressly waived by Borrower):

(a) declare the Commitment and the obligation of the Lenders to make Loans to be terminated, whereupon the same shall forthwith terminate; and

(b) declare the Facility Notes, all interest thereon and all other Obligations payable under this Agreement to be forthwith due and payable, whereupon the Facility Notes, all such interest and all such other Obligations shall become and be forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower;

(c) Upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Facility Collateral in such manner as is consistent with the Uniform Commercial Code and as fully and completely as though Lenders were the absolute owner thereof for all purposes, and to do, at Borrower's expense, at any time, or from time to time, all acts and things which Lenders deem necessary or useful to protect, preserve or realize upon the Facility Collateral and Lenders' security interest therein, in order to effect the intent of this Agreement, all at least as fully and effectively as Borrower might do, including, without limitation, (i) the transfer of the Project Loans, Project Notes, and Project Loan Documentation to Lenders and (ii) the execution, delivery and recording, in connection with any sale or other disposition of any Facility Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Facility Collateral; and

(d) to the extent that Borrower's authorization given in this Agreement is not sufficient, to file such financing statements with respect hereto, with or without Borrower's signature, or a photocopy of this Agreement in substitution for a financing statement, as Lenders may deem appropriate and to execute in Borrower's name such financing statements and amendments thereto and continuation statements which may require Borrower's signature.

(e) Lenders shall not be deemed to have waived any of their rights or remedies in respect of the Obligations or the Facility Collateral unless such waiver shall be in writing and signed by Lenders. No delay or omission on the part of Lenders in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of Lenders with respect to the Obligations or the Facility Collateral, whether evidenced hereby or by any other instrument or papers, shall be

cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Lenders deems expedient.

(f) Borrower waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Facility Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Facility Collateral, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Facility Collateral, to the addition or release of any party or Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Lenders may deem advisable. Lenders shall have no duty as to the collection or protection of the Facility Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in this Agreement. Borrower further waives any and all other suretyship defenses.

Section 7.3 Proceeds of Dispositions; Expenses. Borrower shall pay to Lenders on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Lenders in protecting, preserving or enforcing Lenders' rights and remedies under or in respect of any of the Obligations or any of the Facility Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Facility Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as Lenders may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9a-615(a)(3) of the Uniform Commercial Code, any excess shall be returned to Borrower. In the absence of final payment and satisfaction in full of all of the Obligations, Borrower shall remain liable for any deficiency; *provided, however*, that upon the occurrence of an Event of Default described in Subsection 7.1(b) whether or not a notice of such default is issued by the Administrative Agent, (A) the Commitment and the obligations of the Lenders to make Loans shall automatically be terminated and (B) the Loans, the Facility Notes, all such interest, accruing at the Default Interest Rate, and all such Obligations shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by Borrower.

Section 7.4 Waiver of Defaults and Other Actions. If an Event of Default shall occur and be continuing, the Administrative Agent may, and at the direction of the Disinterested Lenders holding a Super Majority-in-Interest shall, waive such Event of Default.

Section 7.5 Remedies are Cumulative. All remedies afforded to the Lenders pursuant to this Agreement are separate and cumulative remedies and it is agreed that no one of such remedies, whether or not exercised by the Lenders shall be deemed to be an exclusion of any of the other remedies available to the Lenders and shall not limit or prejudice any other legal or equitable remedy which the Lenders may have.

Section 7.6 Set-Off. Upon the occurrence and during the continuance of any Event of Default, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other amounts at any time owing by such Lender to or for the credit or the account of the Borrower (including, without limitation, any indebtedness or grants to be made by such Lender to the Borrower) against any and all of the obligations of the Borrower now or hereafter existing under any Loan Document, whether or not such Lender shall have made any demand under such Loan Document and although such obligations may be unmatured. The Lenders and the Administrative Agent agree that all set-offs and other recoveries from the Borrower shall be shared among the Lenders and the Administrative Agent in accordance with the provisions of Section 1.11 (it being understood that such amounts will be applied in accordance with the priorities set forth in Section 7.7). Each Lender agrees promptly to notify the Borrower after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lenders under this Section 7.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lenders may have.

Section 7.7 Application of Proceeds. From and after the date on which the Administrative Agent has taken action pursuant to Section 7.2 and until all of the Obligations of Borrower have been paid in full, any and all proceeds received by the Administrative Agent from the exercise of any remedy by the Administrative Agent against the Borrower shall be applied as follows:

(a) First, to reimburse the Administrative Agent and the Lenders for out-of-pocket costs, expenses and disbursements, including reasonable attorneys' fees and legal expenses, incurred by the Administrative Agent or the Lenders in connection with the collection of any Obligations, and the exercise of any remedies contemplated hereby or under the Loan Documents; *provided that* any such reimbursements owed to any Senior Lender shall be paid prior to any Junior Lender; and

(b) Second, in accordance with section 10.3.

ARTICLE VIII

FEES AND EXPENSES

Section 8.1 Expenses Generally. All reasonable third party out-of-pocket expenses, including but not limited to, reasonable attorneys' fees and expenses, recording fees, mortgage fees, wiring charges, and postage incurred by or on behalf of Administrative Agent relating to the negotiation, documentation and closing of this credit facility, the administration hereof, or the extension, amendment or other modification hereof or of any of the other Loan Documents and payment for which is not otherwise provided for under this Agreement will be paid by Borrower within five (5) Business Days of Administrative Agent's written request therefor, which shall include documentation substantiating such request.

Section 8.2 Claims Against Lenders. If a claim or action is ever made upon or commenced against Administrative Agent or any Lender for repayment or recovery of any amount or amounts received by such Person in payment or on account of any of the Obligations

of Borrower due under this Agreement or any of the Facility Notes or other Loan Documents, including, but not limited to, a preference action pursuant to 11 U.S.C. §§547 and 550, and such Person repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body, or (b) any settlement or compromise of any such claim effected by such Person with any such claimant (including Borrower), then and in such event Borrower agrees that any such judgment, decree, order, settlement or compromise shall be binding upon Borrower, notwithstanding any revocation hereof, or the return, release, or cancellation of this Agreement or the cancellation of any note or other instrument evidencing any liability of Borrower, and Borrower shall be and remain liable and obligated to indemnify such Person for its reasonable attorneys' fees incurred in defending against such claim or action and for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Person.

ARTICLE IX

INDEMNITIES; LIMITATIONS OF LIABILITY

Section 9.1 Indemnity. Borrower will indemnify, defend and hold harmless each of the Indemnified Parties from and against all losses, costs, claims, suits, actions, fines, penalties, expenses, liabilities and damages and related expenses relating to a breach by the Borrower of its obligations hereunder, including without limitation reasonable attorney's fees and disbursements, arising under the Facility, the Loan Documents, any Loan or Project Loan, the use of the proceeds thereof, and the transactions contemplated hereunder or thereunder, except to the extent such loss, cost, claim, suit, action, fine, penalty, expense, liability or damage is determined by a court of competent jurisdiction in a final non-appealable judgment to have been caused by any of Indemnified Parties' gross negligence or willful misconduct in such Person's performance under this Agreement; *provided, however*, that no Indemnified Party shall be deemed responsible for, or not entitled to the foregoing indemnity by reason of another Person's gross negligence or willful misconduct. Indemnified Parties, at their option, may undertake and conduct through counsel of their collective choice as designated by such Indemnified Parties, at the expense of the Borrower, the settlement or defense of any such action or proceeding. Notice of any claim and/or action or proceeding instituted against Borrower shall be promptly given to each Indemnified Party and each Indemnified Party shall have the right, at such Person's own cost and expense, to join in the defense of any such action or proceeding.

Section 9.2 No Liability on Part of Any Indemnified Party. No Indemnified Party by its acceptance of this Agreement, the Facility Notes and any payments on account thereof, shall be deemed to have assumed or to have become liable for any obligations or liabilities of Borrower.

Section 9.3 No Joint Venture, Etc. Borrower hereby acknowledges and agrees that:

(a) No Indemnified Party has any fiduciary relationship with or duty to Borrower arising out of or in connection with this Agreement, and the relationship between Indemnified Party and Borrower in connection herewith is solely that of debtor and creditor; and

(b) No joint venture or partnership is created hereby or otherwise exists by virtue of the transactions contemplated hereby between any Indemnified Party and Borrower.

ARTICLE X

BORROWER ACCOUNTS; APPLICATION OF PROJECT LOAN PROCEEDS

Section 10.1 Borrower Accounts. On or before the Effective Date, Borrower shall establish (and at all times thereafter shall maintain) with Borrower Account Bank the Borrower Operating Account. The Borrower agrees that it will use its best efforts to deposit, all amounts received by it, to the Borrower Operating Account on the same Business Day that such amounts are received and no later than two (2) Business Days after receipt. The Borrower shall administer the Borrower Operating Account in accordance with this Article X.

(a) All interest earned on each Borrower Operating Account shall be deposited (or caused to be deposited) by the Borrower Account Bank into such Borrower Operating Account.

(b) Borrower Operating Account may be maintained as separate subaccounts on the books and records of the Borrower. The funds attributable to such subaccounts may be deposited in one or more general bank accounts and need not be physically segregated from any other funds in such general bank account so long as the requirements of this Section 10.1 are met.

(c) The Administrative Agent shall permit Borrower to withdraw amounts from the Borrower Operating Account sufficient to pay for costs, fees and expenses of the Borrower and to reimburse the Administrative Agent for any such amounts paid by the Administrative Agent, the Administrative Agent's Spread, and the portion of the Excess Spread to which the Administrative Agent is entitled under the terms of this Agreement; provided, that Borrower shall not be permitted to withdraw any amounts from the Borrower Operating Account consisting of proceeds of recoveries with respect to Project Loans pursuant to Section 10.3(b) held in such Borrower Operating Account, if applicable.

Section 10.2 Application of Project Loan Proceeds.

(a) On each Payment Date and to the extent Borrower has received principal payments, interest payments, or amortized principal and interest payments on a Project Loan, Project Loan Proceeds for each Project Loan shall be disbursed from the Borrower Operating Account and applied in the following order of priority (it being understood that Project Loan Proceeds relating to a Project Loan shall only be applied to the items in this Section 10.2 relating to such Project Loan or the out-of-pocket costs, fees and expenses in this Section 10.2):

(i) First, to pay the Administrative Agent any reasonable out-of-pocket costs then owed to the Administrative Agent hereunder;

(ii) Second, to the extent the Project Loan Proceeds with respect to such Project Loan remain after any prior payments on such Payment Date, all accrued interest due (calculated on the basis of the Administrative Agent's Spread and outstanding principal balance

of the Project Loan) and owing to Administrative Agent hereunder to pay the Administrative Agent;

(iii) Third, to the extent the Project Loan Proceeds with respect to such Project Loan remain after any prior payments on such Payment Date, to the Class A Lender in the following order: (a) first, all accrued interest due (calculated on the basis of the Interest Rate and the outstanding principal balance of the Draw funded by the Class A Lender under the Facility Note and the outstanding principal balance of the Project Loan) and owing to the Class A Lender hereunder with respect to the Loan made by the Class A Lender in connection with Project Loan; and (b) second, to outstanding principal on the subject Loan made by the Class A Lender to Borrower under this Agreement with respect to the Project Loan, until the unpaid principal amounts thereof have been reduced to zero. It is understood and agreed that all principal payments received, whether or not due and payable, will be applied toward the outstanding amounts on the subject Loan made by the Class A Lender to Borrower until such amounts have been reduced to zero;

(iv) Fourth, to the extent the Project Loan Proceeds with respect to such Project Loan remain after any prior payments on such Payment Date, to the Class B Lender in the following order: (a) first, all accrued interest due (calculated on the basis of the Class B Lender's Spread and the outstanding principal balance of the Project Loan) and owing to the Class B Lender hereunder with respect to the Loan made by the Class B Lender in connection with Project Loan; and (b) second, to outstanding principal on the subject Loan made by the Class B Lender to Borrower under this Agreement with respect to the Project Loan, until the unpaid principal amounts thereof have been reduced to zero;

(v) Fifth, to the extent the Project Loan Proceeds with respect to such Project Loan remain after any prior payments on such Payment Date, all accrued interest due (calculated on the basis of the Excess Spread and outstanding principal balance of the Project Loan) and owing to Administrative Agent hereunder to pay the Administrative Agent; provided, however, that if there is a Total Top Loss Shortfall in any month during the term of the Loan, the Excess Spread for Project Loans shall be contributed to the Class C Lender Top Loss to the extent of the Total Top Loss Shortfall until the Total Top Loss Shortfall has been eliminated. Once the Administrative Agent has received any portion of the Excess Spread in accordance with the terms of this Agreement, the Administrative Agent will be entitled to retain such portion of the Excess Spread, even if there is another Top Loss Shortfall, in which case the procedures contained in the immediately preceding sentence will continue to apply; and

(vi) Sixth, to the extent the Project Loan Proceeds with respect to such Project Loan remain after any prior payments on such Payment Date, the amount of any reasonable (to be determined by the Administrative Agent in its discretion) costs, fees and expenses then owed to or by (as the case may be) to the Borrower.

(b) Borrower shall pay the Class A Lenders and the Class B Lenders principal and/or interest payments under a Facility Note on the Project Loans in accordance with the terms of this Agreement.

(c) For the avoidance of doubt it is agreed that all provisions in this Section 10.2 permitting proceeds to be applied to Loans made in connection with Project Loans shall refer strictly to those specific Loans which were used to originate the applicable Project Loan and not Loans used for the origination of any other Project Loan.

Section 10.3 Sharing of Project Loan Losses.

(a) To the extent that any of the Class A Lender, the Class B Lenders or the Class C Lender incur any loss that is unable to be reimbursed with the proceeds received on account of any recovery with respect to a Project Loan under Section 10.2, the Facility Note with respect to such Lender shall be permanently reduced in an amount equal to such loss.

(b) Notwithstanding the foregoing or any other provision contained herein, to the extent there is a recovery with respect to a Project Loan for which a loss is incurred pursuant to Section 10.3(a) hereof, the proceeds of such recovery shall be distributed in the following order of priority:

(i) first, to Borrower in the amount of all reasonable out-of-pocket costs, fees (including the 2% servicing fee) and expenses incurred in connection with such recovery and any Project Loan Protective Advances made by the Class C Lender;

(ii) second, to the Class A Lenders;

(iii) third, to repay the Class C Lender the portion of the Class C Lender Top Loss advanced in connection with a Project Loan; and

(iv) fourth, to repay the Class B Lender.

Section 10.4 Intentionally Deleted.

Section 10.5 Full Release Upon Repayment. Upon the full payment, performance, satisfaction and discharge of all of the Obligations and the payments of all other amounts which may be due to the Administrative Agent and Lenders under the terms of this Agreement, the Administrative Agent and Lenders shall execute such instruments as Borrower may reasonably require in order to effect a release of the remaining Collateral held by the Administrative Agent and Lenders, to anyone entitled to receive the same, all of which instruments shall be executed by any Administrative Agent and such Lender, without representation or warranty by or recourse against the Administrative Agent and such Lender, whereupon this Agreement shall terminate and be of no further force or effect except for such terms that expressly survive termination of this Agreement.

ARTICLE XI
REPORTING REQUIREMENTS

Within the below specified time frames, Borrower shall furnish to the Administrative Agent and each of the Lenders, and Administrative Agent shall furnish to each of the Lenders, the following:

Section 11.1 Financial Statements and Information; Annual Portfolio Management Reports.

(a) Within the earlier of (i) one hundred eighty (180) days after the end of each fiscal year of Borrower and of Administrative Agent, respectively, or (ii) thirty (30) days after delivered to Administrative Agent's board of directors, each of Borrower and Administrative Agent shall deliver its audited financial statements, which financial statements shall be in accordance with GAAP and in all other respects in form and substance reasonably satisfactory to Administrative Agent and the Lenders and shall contain (except for standard qualifications) an unqualified (or otherwise reasonably satisfactory to the Lenders) opinion of the audited organization's certified public accountant, which certified public accountant's name shall have been provided in advance to Administrative Agent and the Lenders and shall be reasonably acceptable to Administrative Agent and the Lenders;

(b) Intentionally Deleted;

(c) Within forty-five (45) days after the end of each fiscal quarter, each of Borrower and Administrative Agent shall deliver its self-prepared unaudited quarterly financial statements, including a balance sheet (or statement of financial position) and statement of income or loss (or statement of activities), and statement of cash flows, each certified by an Authorized Officer of Borrower and Administrative Agent, each setting forth the financial condition of Borrower and of Administrative Agent, respectively, in accordance with GAAP;

(d) As soon as practicable and in any event within ten (10) days after delivery to Borrower or to Administrative Agent, respectively, a copy of any letter issued by Borrower's independent public accountants or other management consultants with respect to its financial or accounting systems or controls, including all so-called "management letters."

Section 11.2 Quarterly and Monthly Reports.

(a) Within forty-five (45) days after the end of each fiscal quarter of Borrower the Administrative Agent shall provide a written summary of the status of Borrower's Project Loan portfolio, which such summary shall include, without limitation, the following information:

(i) a Portfolio Report in a form approved by Administrative Agent and Lenders holding a Majority-in Interest, which report shall (x) summarize all Project Loans then outstanding, setting forth for such Project Loans details regarding location, risk rating, maturity, amortization and interest rate and other relevant information set forth in Exhibit D, (y) provide a statement of all funds then on deposit in each Borrower Account and a calculation by Borrower of the then unfunded portion of the Class A Total Loan Amount, the Class B Total Loan Amount, and the Class C Lender Top Loss, and (z) report outstanding maturities for Project Loans and proposed renewal activities, as well as report all Project Loans repaid since the prior quarterly report;

(ii) a "Default Certificate" providing a delinquency report with respect to any Delinquent or Defaulted Loans;

(iii) a "Covenant Compliance Certificate" in the form attached as Exhibit E;

- (iv) an account statement for each Borrower Account; and
- (v) notices of any changes to the Credit Manual.

(b) Within ten (10) days after the end of each calendar month, the Administrative Agent shall provide a written summary of the status of Borrower's Project Loan portfolio, which such summary shall include, without limitation, the following information:

- (i) the unpaid principal balance and accrued but unpaid interest for each of the Project Loans;
- (ii) the balance between long-term (five (5) years) and short term (one (1) to three (3) years) Project Loans held by the Borrower;
- (iii) the loan-to-value ratio for each Project Loan as determined at the application Loan Settlement Date;
- (iv) the mix of loan types as well as a listing of any and all Project Loans repaid during the preceding fiscal year;
- (v) the mix of asset classes represented;
- (vi) the diversification by location of the underlying Project;
- (vii) the diversification of the Project Loan borrowing entities and ultimate Project Loan borrowers;
- (viii) the reconciliation of the payments made by the Borrower on the Advances with the payments received by the Borrower on the underlying loans;
- (ix) the last reported gross annual revenue of each Project Borrower; and
- (x) the address, for Community Reinvestment Act purposes, of each Project Borrower.

Section 11.3 Notices of Default; Material Adverse Change. As soon as practicable and in any event within two (2) Business Days after Borrower's knowledge thereof, Borrower shall provide the Administrative Agent and the other Lenders notice of (a) the occurrence of any Event of Default or Unmatured Event of Default and/or, after receiving notice thereof, any default or event of default under any Project Loan, or (b) the occurrence of any Borrower Material Adverse Effect.

Section 11.4 Litigation. As soon as practicable and in any event within five (5) Business Days after Borrower's knowledge thereof, notice of the institution of any litigation or proceedings against Borrower before any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality in an amount in excess of \$100,000, in each case together with the amount of contingent liability, if any, if such amount is ascertained

and such other supporting or evidencing documentation as shall be required by Administrative Agent or any Lender in order to evaluate the notice provided.

Section 11.5 Charge-Offs or Write-Downs. Notice in writing of any charge-off or write-down of a Project Loan in accordance with this Agreement and the Credit Manual as soon as possible after approval by the Administrative Agent and Lenders holding a Majority-in-Interest of the Loans to conduct such charge-off or write-down, but in any event within five (5) Business Days after recordation of same in Borrower's financial record.

Section 11.6 Other. Borrower shall promptly provide to each Lender such additional information with respect to each Project Loan financed under the Facility as such Lender may reasonably request. Such other information respecting the condition or operations, financial or otherwise, of Borrower as any Lender may from time to time specifically and reasonably request in writing to Borrower (including, without limitation more frequent reporting of the yearly and monthly reports described in this Article XI).

ARTICLE XII

OBLIGATIONS OF JUNIOR LENDERS

Section 12.1 Bankruptcy.

(a) Each Junior Lender agrees that neither Administrative Agent nor the Senior Lender owes any fiduciary duty to such Junior Lender in connection with the administration of the Facility and the Loan Documents and such Junior Lender agrees not to assert any such claim.

(b) The provisions of this Article XII shall be applicable both before and after the commencement, whether voluntary or involuntary, of any Proceeding. For as long as the Facility shall remain outstanding, unless Junior Lenders shall have first obtained the consent of the Senior Lender, Junior Lenders, in their capacity as Junior Lenders, and shall not solicit any Person to, direct or cause Borrower to: (i) commence any Proceeding; (ii) institute proceedings to have Borrower adjudicated as bankrupt or insolvent; (iii) consent to, or acquiesce in, the institution of bankruptcy or insolvency proceedings against Borrower; (iv) file a petition or consent to the filing of a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief by or on behalf of Borrower; (v) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for Borrower; (vi) make an assignment for the benefit of any creditor of Borrower; (vii) seek to consolidate any other assets of Borrower with any other Person in any proceeding relating to bankruptcy, insolvency, reorganization or relief of debtors; or (viii) take any action in furtherance of any of the foregoing.

(c) In any Proceeding the Administrative Agent, Borrower and each Lender hereby agrees that: (i) each Lender shall be permitted to file proofs of claim and/or where necessary to (x) file any necessary responsive or defensive pleadings in opposition to any motion, claim adversary proceedings or other pleadings made by a Person objecting to otherwise seeking disallowance of the claims of a Junior Lender or (y) prevent the running of any statute of limitations or similar restrictive claims of the Junior Lenders or to assert a compulsory cross-

claim or counter claim against a Loan Party; (ii) each Junior Lender shall retain the right in its sole and absolute discretion to, among other things, vote on a plan of reorganization or arrangement with respect to Borrower; and (iii) each Junior Lender shall retain the right to otherwise participate in such Proceeding; provided that, in each case, such participation or plan or arrangement does not adversely impact or challenge the rights of the Senior Lender or priority of payments set forth in this Agreement as between the Senior Lender and the Junior Lenders, and, except as set forth in Section 7.7(b), the Junior Lenders shall not be entitled to receive any payments until the Senior Lender is fully paid.

ARTICLE XIII COMMITTEES

Section 13.1 Credit Committee. The Administrative Agent shall establish a Credit Committee (the "Credit Committee") including one (1) representative for each Class A Lender, one (1) representative from each Class B Lender, and one (1) representative from the Administrative Agent. Notwithstanding anything to the contrary contained in this Agreement, only the Class B Lender representative from the Geographic Area where the Project Loan is proposed to be made will have the right to vote in connection with such proposed Project Loan. The Class A Lenders will have a minimum of three (3) votes on the Credit Committee. If there are less than three Class A Lenders, each Class A Lender will have at least one vote and the additional vote will belong to the Class A Lender with the largest Class A Lender Commitment. If there are three (3) or more Class A Lenders, each one will have one vote. For the avoidance of doubt, initially there will be one Class A Lender, USBGI, which will have three votes on the Credit Committee. Each member of the Credit Committee will have a term of three (3) years, which term may be renewed by the party which appointed such member. The Credit Committee shall meet monthly to make Determinations on proposed Project Loans as set forth in Section 1.3 herein. In addition, the Credit Committee shall have the authority to recommend and approve changes to the Credit Manual and Underwriting Guidelines which are not inconsistent with the terms of this Agreement.

Section 13.2 Advisory Committee. An advisory committee may be established at the discretion of the Administrative Agent.

Section 13.3 Pricing Committee. The Administrative Agent shall establish a pricing committee comprised of the Administrative Agent and one representative appointed by each Class A Lender, one representative appointed by the Class B Lenders, and one representative appointed by the Class C Lender. The pricing committee will meet quarterly (or as otherwise determined necessary) at the direction of the Administrative Agent and shall be responsible for setting rate and fee levels for its products based upon current cost of funds, market conditions and other factors that may vary over time and impact facility pricing. However, only the representative from the Class A Lender shall have the right to vote on and determine the Class A Lender's Spread, subject to the terms of the Credit Manual.

ARTICLE XIV MISCELLANEOUS

Section 14.1 Further Assurances. Until all of the Facility Notes have been paid in full, Borrower shall, promptly upon the request of any Lender or Administrative Agent, execute and/or deliver to such Lender or Administrative Agent such other additional documents in Borrower's possession as are reasonably necessary to carry out the purposes of this Agreement and the other Loan Documents, without cost or expense to such Lender or Administrative Agent; provided that such Lender hereby agrees not to disclose any confidential information or documents received pursuant hereto, unless such information is or becomes publicly available without fault on the part of Lender or is demanded by a valid court order or subpoena, or disclosure of which is required under applicable law or regulation.

Section 14.2 Examination of Records. Upon five (5) days' prior written notice, Borrower shall permit officers and employees of the Administrative Agent and the Lenders and representatives of the Administrative Agent and the Lenders to audit and examine and take extracts from the books and records of Borrower at any time and from time to time during normal business hours. The Borrower agrees to reimburse the Administrative Agent and the Lenders, promptly after the Administrative Agent's or a Lender's request therefor, for the expenses of the Administrative Agent or the Lender incurred in conducting such audit and examination in an amount equal to the Administrative Agent's or the Lender's then reasonable and customary charges for each Person employed to perform such audit or analysis, plus all costs and expenses (including without limitation, travel expenses) incurred by the Administrative Agent or the Lender in the performance of such audit or examination; *provided, however*, that unless an Event of Default has occurred and is continuing, Borrower shall only be responsible for the cost and expense of the first such examination in any calendar year.

Section 14.3 Amendments and Waivers. Unless otherwise specified herein, none of the terms or provisions of this Agreement may be waived, altered, modified, amended or discharged, except by an instrument in writing signed a Super Majority-in-Interest; provided that no agreement, waiver, alteration, modification, amendment or consent may be made without the consent of all of the Lenders which would:

(a) increase the amount of the Commitment of any Lender without the consent of such Lender;

(b) whether or not any Loans are outstanding, change the Facility Maturity Date or the time for payment of principal or interest on any Loan or any other fee payable to any Lender, or change the principal amount of or the rate of interest borne by any Loan or reduce any fee payable to any Lender without the consent of each Lender directly affected thereby;

(c) modify, amend, or alter the priority payment provisions set forth in Article X of this Agreement or the provisions of Article XIII of this Agreement without the consent of the Lender directly affected thereby;

(d) amend the provisions of Section 1.11 of this Agreement or this Section 14.3;

(e) alter any provision regarding the pro rata treatment of the Lenders; or

(f) change the definition of "Majority-in-Interest" or "Super Majority-in-Interest" or "Disinterested Lenders" or change any requirement providing for the Lenders or "Majority-in-Interest" or "Super Majority-in-Interest" or other similar requirement set forth in this Agreement for purposes of taking any action hereunder without the consent of all the Lenders (or Disinterested Lenders where applicable).

No failure on the part of Administrative Agent or any Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Administrative Agent or any Lender of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to Administrative Agent or any Lender at law or in equity. Administrative Agent shall not release any guaranty securing the Obligations without the prior written consent of each Lender that is a Beneficiary thereof.

Section 14.4 GOVERNING LAW. THIS AGREEMENT AND THE FACILITY NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF UTAH (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES).

Section 14.5 CONSENT TO JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

(a) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SUBSECTION (b), EACH OF THE PARTIES HERETO AGREES THAT ALL DISPUTES AMONG THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT, OR ANY OF THE OTHER LOAN DOCUMENTS WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED EXCLUSIVELY BY STATE OR FEDERAL COURTS LOCATED IN SALT LAKE CITY, UTAH, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF SALT LAKE CITY, UTAH. EACH OF THE PARTIES HERETO WAIVES IN ALL DISPUTES BROUGHT PURSUANT TO THIS SUBSECTION (a) ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(b) OTHER JURISDICTIONS. BORROWER AGREES THAT ANY LENDER OR ADMINISTRATIVE AGENT SHALL HAVE THE RIGHT TO PROCEED AGAINST BORROWER OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SUCH LENDER OR ADMINISTRATIVE AGENT TO (1) OBTAIN PERSONAL JURISDICTION OVER BORROWER OR (2) ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH LENDER OR ADMINISTRATIVE AGENT. BORROWER AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY ANY LENDER TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH LENDER OR

ADMINISTRATIVE AGENT. BORROWER WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH ANY LENDER OR ADMINISTRATIVE AGENT HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION (b).

(c) VENUE. BORROWER IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith IN ANY JURISDICTION SET FORTH ABOVE.

(d) SERVICE OF PROCESS. BORROWER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY UNITED STATES REGISTERED MAIL, POSTAGE PREPAID, TO SUCH BORROWER IN ACCORDANCE WITH SECTION 14.8 HEREOF. THE FOREGOING, HOWEVER, SHALL NOT LIMIT THE RIGHT OF ANY LENDER OR ADMINISTRATIVE AGENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE ANY LEGAL ACTION OR PROCEEDING OR TO OBTAIN EXECUTION OF JUDGMENT IN ANY APPROPRIATE JURISDICTION.

(e) WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(f) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER PARTIES HERETO THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS ON INDEMNIFICATION AND THIS SECTION 14.5, WITH ITS COUNSEL.

Section 14.6 Headings. The titles of the articles and the paragraph headings of this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 14.7 Integration. This Agreement supersedes all other conversations and prior agreements with respect to the subject matter hereof.

Section 14.8 Notices. All notices, demands, requests, consents, approvals or other communications required, permitted, or desired to be given hereunder shall be in writing sent by facsimile (with receipt by the sender of a confirmation of successful transmission) or by registered or certified mail, postage prepaid, return receipt requested, or delivered by hand or reputable overnight courier addressed to the party to be so notified at its address hereinafter set forth, or to such other address as such party may hereafter specify in accordance with the provisions of this Section 14.8. Any such notice, demand, request, consent, approval or other communication shall be deemed to have been received (a) upon delivery on a Business Day if sent by mail, hand-delivery or courier or (b) on the date of sending with confirmed receipt if sent by facsimile, in each case addressed to the party for whom it is intended at that party's address set forth below, or to such other address as that party may hereafter designate in writing to the other party hereto:

Borrower: Utah Small Business Growth Initiative, LLC
Community Center
6880 South 700 West, 2nd Floor
Midvale, Utah 84047
Attention: Michael Plaizier
mike@utcns.com

Administrative Agent: Utah Small Business Growth Initiative, LLC
Community Center
6880 South 700 West, 2nd Floor
Midvale, Utah 84047
Attention: Michael Plaizier
mike@utcns.com

With a copy to: Kirton McConkie
50 East South Temple, Suite 400
Salt Lake City, Utah 84111
Attn: John B. Lindsay
jblindsay@kmclaw.com

Class A Lender: Utah Small Business Growth Initiative, LLC
Community Center
6880 South 700 West, 2nd Floor
Midvale, Utah 84047
Attention: Michael Plaizier
mike@utcns.com

Class B Lender: City of Orem
c/o City of Orem Economic Development
56 North State Street
Orem, Utah 84057
Attention: Ryan Clark
rlclark@orem.org

Class B Lender: Ogden City Corporation
2549 Washington Blvd., Suite 420
Ogden, UT 84401
Attention: Tom Christopulos
tomchristopulos@ogdencity.com

and

Ogden City Corporation
2549 Washington Blvd., Suite 420
Ogden, UT 84401
Attention: Melven Smith
melvensmith@ogdencity.com

Class B Lender: Provo City
c/o Provo City Economic Development
351 West Center Street
Provo, UT 84601
Attention: Dixon Holmes
dholmes@provo.org

With a copy to: Provo City Legal Department
351 West Center Street
Provo, UT 84601
Attention: Camille Williams
camillew@provo.utah.gov

Class B Lender: Spanish Fork City
c/o Spanish Fork City Attorney
789 W. Center Street
Spanish Fork, UT 84660
Attention: Junior Baker
jbaker@spanishfork.org

Class B Lender:

Weber County
c/o Weber Economic Development Partnership
2380 Washington Blvd., Suite 250
Ogden, Utah 84401
Attention: Douglas S. Larsen
dslarsen@co.weber.ut.us

With a copy to:

Weber County Attorney
2380 Washington Blvd., Suite 230
Ogden, Utah 84401
Attention: Christopher Allred
callred@co.weber.ut.us

Class C Lender:

Utah Small Business Growth Initiative, LLC
c/o Utah Center for Neighborhood Stabilization
Community Center
6880 South 700 West, 2nd Floor
Midvale, Utah 84047
Attention: Michael Plaizier
mike@utens.com

Section 14.9 Assignments.

(a) This Agreement may not be assigned by Borrower. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) With written notice to Borrower provided within 5 Business Days after such assignment, each of the Lenders may assign all, but not a portion, of its rights and obligations hereunder and under the other Loan Documents (including, without limitation, its Commitment, all Loans owing to it, and its interest in all rights of Borrower assigned, pledged or granted to such Lender pursuant to the Loan Documents).

(c) Notwithstanding any other provision of this Section 14.9, any Lender may at any time assign, as collateral or otherwise, all or any portion of its rights (including, without limitation, rights to payment of interest and repayment of Loans) under this Agreement to any Federal Reserve Bank or similar or successor federal agency, without notice to or consent of Borrower.

Section 14.10 Disgorgement. Should any Lender or the Administrative Agent be obligated by any bankruptcy or other law to repay to Borrower or to any trustee, receiver or other representative of Borrower, any amounts previously paid in respect of and/or pursuant to this Agreement, such Lender's Facility Note and/or the other Loan Documents, then this Agreement and such Lender's Facility Note shall be reinstated to include the amount of such repayment. None of the Lenders or Administrative Agent shall be required to litigate or otherwise dispute its

obligation to make such repayments if it, in good faith and on the advice of counsel, believes that such obligation exists.

Section 14.11 Conclusiveness of Statements by Lenders. Any statement of account relating to Borrower signed as correct by any Authorized Officer of any Lender shall be conclusive evidence against Borrower of the indebtedness of Borrower to such Lender absent manifest error.

Section 14.12 Severability. If any term contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the remaining terms hereof shall not in any way be affected or impaired. Anything in this Agreement to the contrary notwithstanding, the obligation of Borrower to pay interest on the principal amount of any Loan shall be subject to the limitation that no payment of such interest shall be required to the extent that receipt of such payment would be contrary to the applicable usury laws.

Section 14.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed originals.

Section 14.14 Survival. All representations, warranties, agreements and covenants made by Borrower in this Agreement shall survive the execution and delivery hereof and shall continue in full force and effect until all the Facility Notes are paid, satisfied and discharged in full.

Section 14.15 Consent. Unless otherwise expressly stated herein to the contrary, where the consent or approval of any Lender is required, such consent or approval may be given or withheld in such Person's sole and absolute discretion.

Section 14.16 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

[remainder of page intentionally left blank]

[signature page next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BORROWER:

UTAH SMALL BUSINESS GROWTH
INITIATIVE, LLC,
a Utah limited liability company
dba BUSINESS LOANS OF UTAH

By: Utah Center for Neighborhood Stabilization,
a Utah nonprofit corporation
Its: Sole Member

By: _____
Michael Plaizier
Its: Executive Director

CLASS A LENDER:

Commitment: \$4,000,000.00

UTAH SMALL BUSINESS GROWTH
INITIATIVE, LLC,
a Utah limited liability company
dba BUSINESS LOANS OF UTAH

By: Utah Center for Neighborhood Stabilization,
a Utah nonprofit corporation
Its: Sole Member

By: _____
Michael Plaizier
Its: Executive Director

CLASS B LENDERS:

Commitment: \$100,000.00

CITY OF OREM

By: _____
Name: James P. Davidson, City Manager

Attest:

By: _____
Name: Donna Weaver, City Recorder

Commitment: \$50,000.00

OGDEN CITY,
a municipality and political subdivision of the
State of Utah

By: _____
Name: Michael P. Caldwell, Mayor

Attest:

By: _____
Ogden City Recorder's Office

Commitment: \$100,000.00

CITY OF PROVO

By: _____
Name: Wayne Parker, City Administrator

Attest:

By: _____
Name: Provo City Recorder

Commitment: \$50,000.00

SPANISH FORK CITY

By: _____
Name: Steve Leifson, Mayor

Attest:

By: _____
Name: Kent R. Clark, City Recorder

BOARD OF COUNTY COMMISSIONERS OF
WEBER COUNTY

Commitment: \$100,000.00

By: _____
Name: Charles J. Ebert, Chair

Attest:

By: _____
Name: Ricky Hatch, CPA, Weber County

CLASS C LENDER:

Commitment: \$600,000.00

UTAH SMALL BUSINESS GROWTH
INITIATIVE, LLC,
a Utah limited liability company
dba BUSINESS LOANS OF UTAH

By: Utah Center for Neighborhood Stabilization,
a Utah nonprofit corporation
Its: Sole Member

By: _____
Michael Plaizier
Its: Executive Director

ADMINISTRATIVE AGENT:

UTAH SMALL BUSINESS GROWTH
INITIATIVE, LLC,
a Utah limited liability company
dba BUSINESS LOANS OF UTAH

By: Utah Center for Neighborhood Stabilization,
a Utah nonprofit corporation
Its: Sole Member

By: _____
Michael Plaizier
Its: Executive Director

SCHEDULE I
LOAN TYPES AND COMMITMENTS

- (i) Class A Loans and Commitments:
- (A) Utah Small Business Growth Initiative, LLC, (USBGI), up to \$4,000,000;
- (ii) Class B Loans and Commitment:
- (A) Ogden City, up to \$50,000.
- (B) City of Orem, up to \$100,000.
- (C) Provo City, up to \$100,000.
- (D) Spanish Fork City, up to \$50,000.
- (E) Weber County, up to \$100,000.
- (iii) Class C Loan Loss Reserve Commitment:
- (A) USBGI, up to \$600,000.

EXHIBIT A
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

“Administrative Agent” is defined in the preamble to this Agreement.

“Administrative Agent’s Spread” means the portion of interest calculated on the outstanding principal balance of a Project Loan at the rate of two percent (2.0%) per annum.

“Affected Party” means Administrative Agent, any Lender or any of their Affiliates.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person is the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of greater than nine and nine-tenths percent (9.90%) or more of any class of voting securities (or other voting interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of capital stock, by contract or otherwise.

“Agreement” shall mean this Credit Agreement as dated on or about the Effective Date among the Borrower, the Administrative Agent, the Class A Lender, the Class B Lenders, and the Class C Lender, as amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions of the Loan Documents, together with all exhibits and/or schedules.

“Allocated Amount” means the amount the Class A Lenders and the Class B Lenders are obligated to fund for Project Loans based on the then existing Class B Lender Commitment in accordance with the terms of this Agreement and as shown on Schedule 1. Schedule 1 shall be amended from time to time as the Class B Lender Commitment changes. At all times during the term of this Agreement, the Allocated Amount shall be equal to the then existing Class B Lender Commitment multiplied by seven (7).

“Approval Package” is defined in Section 1.3(g) of this Agreement.

“Authorized Officer” means, with respect to any Person, the President, Vice President or other officer duly authorized in accordance with the governing documents of such Person.

“Borrower” is defined in the preamble to this Agreement.

“Borrower Account Bank” means the financial institution where Borrower elects to maintain the Borrower Operating Account.

“Borrower Operating Account” shall mean the account maintained with the Borrower Account Bank named the Utah Small Business Growth Initiative LLC Operating Account, into

which principal and interest payments from Project Loans shall be initially deposited and which will be used to pay certain operating expenses of the Borrower. From time to time, funds in the Borrower Operating Account shall be transferred to the Restricted Account in accordance with the terms of this Agreement.

“Borrower Material Adverse Effect” means a material adverse effect on or material adverse change to (i) the business, assets, financial condition or operations of Borrower, (ii) the ability of Borrower to duly and punctually pay its debts as they come due and perform its obligations under any Loan Document, (iii) the legality, validity or enforceability of any Loan Document or (iv) the ability of the Administrative Agent and the Lenders to enforce their legal remedies pursuant to this Agreement or any other Loan Document.

“Borrowing” means disbursements of one or more Loans hereunder to Borrower to fund the origination or purchase of a Project Loan.

“Borrowing Date” means, with respect to any Borrowing, the date on which such Borrowing is funded.

“Borrowing Request” means a request for borrowing substantially in the form of Exhibit C to the Agreement.

“Borrowing Termination Date” shall mean February 1, 2020, which date may be extended on an annual basis in accordance with Section 1.1(f).

“Business Day” shall mean any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions in the State of New York or the State of Delaware are required or authorized by law or executive order to be closed.

“Change in Law” means, the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Change of Control” means, (i) with respect to the Borrower, USBGI ceases to own 100% of the membership interests or any other equity interests in the Borrower, and (ii) with respect to USBGI, that such entity ceases to be recognized by the Internal Revenue Service as tax-exempt under Section 501(c)(3) of the Code.

“Class A Lender” is defined in the preamble of the Agreement.

“Class A Lender Commitment” is defined in Section 1.2(a) of this Agreement.

“Class A Lender’s Spread” means the portion of interest calculated on the outstanding principal balance of a Project Loan at the Variable Interest Rate or the Fixed Interest Rate plus 3.00% per annum, which amount is subject to change by the Pricing Committee.

“Class A Total Loan Amount” shall mean the amount of Loan proceeds provided by the Class A Lenders, as such number may be adjusted in accordance with the provisions of this Agreement.

“Class B Lenders” is defined in the preamble of this Agreement.

“Class B Lender’s Spread” means the portion of interest calculated on the outstanding principal balance of a Project Loan at the Variable Interest Rate or the Fixed Interest Rate plus 3.00% per annum, which amount is subject to change by the Pricing Committee.

“Class B Lender Commitment” is defined in Section 1.2(b) of this Agreement.

“Class B Total Loan Amount” shall mean the amount provided by the Class B Lenders expected to be up to \$1,000,000, as such number may be adjusted in accordance with the provisions of this Agreement.

“Class C Lender” is defined in the preamble of this Agreement.

“Class C Lender Top Loss” is defined in Section 1.3(d) of this Agreement and shall initially be \$600,000, which amount may be adjusted in accordance with the provisions of this Agreement and be subject to increase in accordance with Section 1.3(f).

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Collateral” shall mean, as to each Project Loan, Project Loan Proceeds and the collateral for such Project Loan.

“Commitment” means the obligations of the Class A Lender and the Class B Lenders, individually, to make Loans under the terms of this Agreement in an amount not to exceed, in aggregate, the Class A Lender Total Loan Amount and the Class B Total Loan Amount, respectively; *provided, however*, that the Commitment for any Class A Lender and any Class B Lender shall not exceed the amount listed opposite its name on the signature pages hereto.

“Conforming Loan” shall mean a Project Loan that satisfies the requirements set forth in the Credit Manual.

“Covenant Compliance Certificate” shall mean the Covenant Compliance Certificate in the form attached as Exhibit E.

“Credit Committee” has the meaning set forth in section 13.1.

“Credit Committee Meeting” has the meaning set forth in section 1.3(g).

“Credit Manual” means guidelines for the originating, underwriting and servicing of Project Loans annually reviewed and approved by the Credit Committee substantially in the form contained of Exhibit F to this Agreement

“Current Assets” means cash and cash equivalents, accounts receivable, inventory and prepaid expenses, but excluding (a) deferred tax assets, and (b) receivables from any Affiliates, directors, employees, officers or stockholders and any of their respective Affiliates, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuations and estimation methodologies that were used in the preparation of the audited financial statements for the most recent fiscal year end as if such accounts were being prepared and audited as of a fiscal year end.

“Current Liabilities” means accounts payable, accrued taxes and accrued expenses, but excluding payables to any Affiliates, directors, employees, officers or stockholders and any of their respective Affiliates, deferred tax liabilities and the current portion of long term debt, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the audited financial statements for the most recent fiscal year end as if such accounts were being prepared and audited as of a fiscal year end.

“Debt” means (i) indebtedness for borrowed money, (ii) obligations evidenced by bonds, debentures, notes or other similar instruments, (iii) obligations to pay the deferred purchase price of property or services (other than customary billing arrangements whereby goods and services are paid for in arrears over the period of a service contract in the ordinary course of business), (iv) obligations as lessee under leases which shall have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases, and (v) obligations under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (i) through (iv) above.

“Default Certificate” has the meaning assigned to such term in Section 11.2.

“Default Interest Rate” means a rate per annum equal at all times to 5% above the Interest Rate.

“Defaulted Loan” shall mean a Delinquent Loan that is past due for more than ninety (90) days, unless a Work-Out Plan is being developed in accordance with Section 5.16, in which case a Delinquent Loan shall not be deemed a Defaulted Loan until it is one hundred fifty (150) days past due.

“Delinquent Loan” shall mean each Project Loan that (i) has become more than fifteen (15) days past due or (ii) is in any way in material default under any Project Loan Document after giving effect to any applicable cure periods.

“Determination” shall mean the written determination, provided by the Credit Committee to the Administrative Agent of whether to approve the origination of a particular Project Loan

with such approval based on the approval of the Credit Committee to originate such Project Loan in accordance with Section 1.5.

“Disinterested Lenders” means all Lenders, other than USBGI with respect to decisions pertaining to the Administrative Agent and the Servicer.

“Draw” shall mean any funding of the Loan in accordance with Section 1.4.

“Effective Date” shall mean January 10, 2018.

“Eligible Institution” means any financial institution: (1) with a capital and surplus of not less than \$250,000,000, (2) whose commercial paper, short-term debt obligations or other short-term deposits are rated at least “A-1” (or the equivalent) by a nationally recognized statistical rating organization and (3) whose long-term unsecured debt obligations are rated at least “A” (or the equivalent) by a nationally recognized statistical rating organization.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means, with respect to any Person, (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as such Person, (ii) any partnership or other trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with such Person, or (iii) any member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as such Person, any corporation described in clause (i) above or any partnership or trade or business described in clause (ii) above.

“Escrow Instructions” means a closing instruction letter, escrow letter or other written closing instructions delivered in connection with the closing of a Project Loan.

“Event of Default” shall mean the occurrence of any event listed in Section 7.1 of the Agreement.

“Excess Spread” means any portion of interest calculated on the outstanding principal balance of a Project Loan that is in excess of the sum of the Class A Lender’s Spread, the Class B Lenders’ Spread, and the Administrative Agent’s Spread.

“Facility” means the lending facility described in this Agreement consisting of the Lenders’ Commitment to make Loans under this Agreement up to the Class A Total Loan Amount, the Class B Total Loan Amount, and the Class C Lender Top Loss.

“Facility Collateral” is defined in Section 6.12(a) of this Agreement.

“Facility Maturity Date” means with respect to each Lender’s Facility Note, February 1, 2025, which date shall be extended on an annual basis in accordance with Section 1.1(f).

“Facility Note” shall mean a promissory note executed by Borrower in favor of Lender, evidencing the Loans made by such Lender to Borrower.

“Fixed Interest Rate” means an interest rate, which is based on the 1,2,3,4, or 5 year LIBOR/Swap rate on the date the Borrowing Request is submitted. The LIBOR/Swap rate shall be strictly interpreted and shall not be intended to serve any other purpose other than providing an index to determine the interest rate used herein. The LIBOR/Swap rate may not necessarily be the same as the quoted offer side in the Eurodollar time deposit market by any particular institution or service applicable to any interest period. As used herein, the LIBOR/Swap rate shall mean the rate per annum for the applicable period rate for U.S. Dollars quoted by Bloomberg or other comparable pricing services selected by USBGI as a Class A Lender as its 1,2,3,4, or 5 year LIBOR/Swap (the "LIBOR/SWAP Index"). The LIBOR/SWAP Index shall not necessarily be the lowest rate charged by USBGI in its capacity as a Class A Lender on its loans. If the LIBOR/SWAP Index is unavailable, USBGI in its capacity as a Class A Lender may designate a substitute index after notifying Borrower. USBGI in its capacity as a Class A Lender will apprise Borrower of the current LIBOR/SWAP Index rate upon Borrower's request. NOTICE: Under no circumstances will the interest rate on a Facility Note be more than the maximum rate.

“Funding Date” means the date requested for funding the Loan in accordance with Section 1.4.

“GAAP” means generally accepted accounting principles, consistently applied, that are in effect from time to time.

“Geographical Area” means geographic boundaries or corporate limits of the Class B Lenders.

“Government Lists” means (i) the Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, (ii) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Lender notified Borrowers in writing is now included in “Government Lists,” or (iii) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Administrative Agent notified Borrowers in writing is now included in “Government Lists.”

“Governmental Authority” means the United States of America, any state or other political subdivision thereof, any court and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Indemnified Parties” means, collectively, each of the Lenders and the Administrative Agent and their shareholders, partners, directors, officers, managers, members, employees, agents, affiliates (except in the case of USBGI, as Administrative Agent), representatives, counsel and advisors and any one of the foregoing may be referred to herein as an “Indemnified Party.”

“Interest Rate” means the rate determined by the Administrative Agent as the Variable Interest Rate or the Fixed Interest Rate plus 3.00% per annum.

“Junior Lender” means any Lender that receives a lower priority in the distribution rights under Section 10.2 *vis-à-vis* another Lender. The Class B Lenders and the Class C Lender shall be a Junior Lender *vis-à-vis* the Class A Lender. The Class A Lender will not be a Junior Lender.

“Lenders” means the Class A Lender, the Class B Lenders, and the Class C Lender.

“Loan” shall mean as to each Lender the disbursements under Facility Notes that the Class A Lender and the Class B Lenders make to Borrower pursuant to the provisions of this Agreement to (i) fund the origination or purchase of a Project Loan or (ii) make Project Loan Protective Advances for such Project Loan.

“Loan Closing Date” shall mean, with respect to a Project Loan originated by the Borrower the date such Project Loan is funded.

“Loan Documents” shall mean this Agreement, the Facility Notes and all other documents delivered in connection with this Agreement.

“Loan Settlement Date” shall mean, with respect to a Project Loan, the date such Project Loan is originated or purchased under this Facility.

“Majority-in-Interest” means greater than fifty percent (50%) of each Class of Lenders (other than USBGI in the case where the Majority-in-Interest is to be calculated with respect to the Disinterested Lenders only). If there are three or less Class A Lenders, a Majority-in-Interest requires the approval, consent, or vote, as applicable, of at least two Class A Lenders.

“Managing Member” means USBGI and its successors and assigns.

“Maximum Rate” shall mean the maximum rate of non-usurious interest permitted by any applicable law, rule or regulation.

“Mountain Time” shall mean the time in the Mountain time zone according to Mountain Standard Time.

“Non-Excluded Taxes” has the meaning assigned to such term in Section 1.9(a) hereof.

“Obligations” means, collectively, (i) all unpaid principal of and accrued and unpaid interest on (including, without limitation, any interest accruing subsequent to the commencement of a bankruptcy, insolvency or similar proceeding with respect to Borrower, whether or not such interest constitutes an allowed claim in such proceeding) the Loans and (ii) all other obligations of Borrower to Administrative Agent and Lenders under each Loan Document, in each case, whether now existing or hereafter arising, whether direct or indirect, matured or unmatured, contingent or otherwise, including without limitation, all debts, liabilities, indemnities, fees, costs, expenses and other obligations of the Borrower to the Administrative Agent, any Lender or any Indemnified Party hereunder or thereunder (whether or not such amounts are liquidated or determinable), and all covenants and duties regarding such amounts, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument.

“OFAC” means the U.S. Department of Treasury’s Office of Foreign Assets Control.

“Origination Fee” as the meaning assigned to such term in Section 1.3(h) hereof.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

“Patriot Act Offense” means (i) any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism, (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act or (ii) any crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense described in clause (i).

“Payment Date” means the fifth (5th) day of each calendar month, or if such day is not a Business Day, then the next succeeding Business Day.

“Percentage Interest” means, with respect to each Lender, the percentage of each Borrowing that is funded with proceeds from such Lender’s commitment as determined by the Administrative Agent and approved by the Credit Committee.

“Person” means any individual, corporation, firm, enterprise, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company or other entity of any kind, or any government or political subdivision or any agency, department or instrumentality thereof.

“Portfolio Report” means a report with respect to the Project Loans financed by the Facility in substantially the form contained in Exhibit D.

“Prepayment Date” shall mean the date of prepayment, in whole or in part, of a Facility Note.

“Proceeding” shall mean any case, proceeding or other action against or by Borrower under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, including without limitation any voluntary or involuntary petition filed pursuant to 11 U.S.C. 101 et seq.

“Project” shall mean the uses for which financing is provided through a Project Loan.

“Project Borrower” shall mean each borrower under a Project Loan, which shall be an individual, partnership, limited partnership, limited liability company, corporation, or other business entity acceptable to the Credit Committee.

“Project Collateral” shall mean the collateral, acceptable to the Loan Committee, to secure a Project Loan.

“Project Guaranty” shall mean a guaranty with respect to a Project Loan executed by the parties thereto.

“Project Loan” shall mean a business loan or other loan products as described in the Credit Manual made by the Borrower to a Project Borrower for the purpose of financing a small business in the Geographical Area of a Class B Lender.

“Project Loan Agreement” shall mean a loan agreement entered into in connection with a Project Loan.

“Project Loan Documentation” means the form of promissory note, loan agreement, guaranty, mortgage or deed of trust, loan commitment, assignment of rents, security agreement, guaranty, UCC financing statement and other documentation with respect to Project Loans consistent with the Credit Manual. Any one of the foregoing items may be referred to herein as a “Project Loan Document.”

“Project Loan Proceeds” shall mean any and all payments received by Borrower from Project Borrowers or otherwise (including, without limitation, any funds on deposit in the Borrower Operating Account pursuant to Section 5.9(b), all proceeds of the repurchase of any Project Loan received by the Borrower, collections as a result of insurance proceeds and collections as a result of liquidation of or foreclosure on Collateral), with respect to the Project Loans.

“Project Loan Protective Advance” shall mean any additional amounts advanced under a Loan for the purpose of paying any encumbrances, taxes, liens, insurance premiums or other charges necessary to protect any Collateral securing a Project Loan.

“Project Note” shall mean a promissory note evidencing a Project Loan.

“Required Loan Documentation” means, with respect to any Project Loan, a loan commitment, if needed, the loan agreement, promissory note payable (or endorsed) to Borrower, mortgage or deed of trust (to the extent applicable), title insurance policy (to the extent applicable), assignment of rents (to the extent applicable), security agreement (to the extent applicable), financing statements (to the extent applicable), guaranties (to the extent applicable), UCC financing statements (to the extent applicable), and other documents, instruments or agreements executed and delivered to evidence, secure and or support a Project Loan. Any one of the foregoing items may be referred to herein as a “Required Loan Document.”

“Restricted Account” means the restricted deposit account established at a financial institution acceptable to the Class C Lender upon execution of this Agreement, into which the Class C Lender Top Loss amounts shall be deposited.

“Senior Lender” means the Class A Lender that is entitled to a higher priority in the distribution rights under Section 10.2 vis-à-vis than the Junior Lender.

“Servicer” means USBGI.

“Servicing Agreement” means that certain Agreement between the Borrower and Servicer dated of even date herewith.

“State” means one of the fifty states of the United States or the District of Columbia.

“Super Majority-in-Interest” means, with respect to the period from the date of this Agreement through the Borrowing Termination Date, at least two thirds (2/3) of each Class of Lenders.

“Total Loan Amount” means the Class A Total Loan Amount.

“Total Top Loss” means the sum of the Class B Lender Commitment and the Class C Lender Commitment.

“Total Top Loss Shortfall” has the meaning set forth in Section 1.3(f) of this Agreement.

“UCC” shall mean the applicable Uniform Commercial Code.

“USBGI” means the Utah Small Business Growth Initiative, LLC, a Utah limited liability company, dba Business Loans of Utah.

“Underwriting Guidelines” shall mean the guidelines for making Project Loans, attached hereto as Exhibit H, which set forth the Project Loan types and terms necessary to draw upon the Class A Lender’s Commitment.

“United States” means the United States of America.

“Unmatured Event of Default” means the occurrence of any event or condition that with the passage of time or the giving of notice or both will constitute an Event of Default.

“Variable Interest Rate” means an interest rate, which shall be subject to change from time to time based on changes in an independent index which shall be the 3 Month LIBOR rate. The LIBOR rate shall be strictly interpreted and shall not be intended to serve any purpose other than providing an index to determine the Interest Rate used under a Note. The LIBOR rate may not necessarily be the same as the quoted offered side in the Eurodollar time deposit market by any particular institution or service applicable to any interest period. As used herein, the LIBOR rate shall mean the rates quoted from the London Interbank Offered Rate from the ICE Benchmark Administration Interest Settlement Rates, as quoted for U.S. Dollars by Bloomberg, or other comparable services selected by USBGI in its capacity as a Class A Lender (the “3 Month LIBOR Index”). The 3 Month LIBOR Index is not necessarily the lowest rate charged by USBGI in its capacity as a Class A Lender on its loans. If the 3 Month LIBOR Index becomes unavailable during the term of this Agreement, USBGI in its capacity as a Class A Lender may designate a substitute index after notifying Borrower. USBGI in its capacity as a Class A Lender will apprise Borrower of the current 3 Month LIBOR Index rate upon Borrower's request. The interest rate change will not occur more often than every 3 months and such change will occur on the same day of the month as the Borrowing Date. NOTICE: Under no circumstances will the interest rate on this Note be more than the Maximum Rate allowed by applicable law.

“Work-Out Plan” has the meaning assigned to such term in Section 5.16.

EXHIBIT B
FORM OF FACILITY NOTE

\$[_____]

Dated: _____

FOR VALUE RECEIVED, the undersigned, UTAH SMALL BUSINESS GROWTH INITIATIVE, LLC, a Utah limited liability company, dba BUSINESS LOANS OF UTAH (the "Borrower"), HEREBY PROMISES TO PAY to the order of _____, as a [Class A Lender][Class B Lender][Class C Lender] (the "Lender") the principal amount of _____ (\$_____) or, if less, the aggregate principal amount of all Loans made by or on behalf of the Lender to the Borrower pursuant to the "Credit Agreement" (as hereinafter defined) outstanding on the Facility Maturity Date (as defined in the Credit Agreement), or earlier to the extent required by and in accordance with the terms of the Credit Agreement. Unless defined elsewhere herein, capitalized terms used in this Facility Note shall have the meanings assigned to such terms in the Credit Agreement referred to below.

The Borrower promises to pay interest on the principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at the applicable interest rate and payable at such times, as are specified in the Credit Agreement referred to below.

Both principal and interest are payable in lawful money of the United States of America to the Lender as described in the Credit Agreement in same day funds. Each Loan made by the Lender to the Borrower and the maturity thereof, and all payments made on account of the principal amount thereof, shall be recorded by the Lender on the grid attached hereto which is a part of this Promissory Note, or, at its option, on its books and records.

This Facility Note is one of the Facility Notes referred to in, and is entitled to the benefits of, the Credit Agreement dated as of January 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Utah Small Business Growth Initiative, LLC, a Utah limited liability company, dba Business Loans of Utah, as Administrative Agent and the Class A Lender, Class B Lenders, and Class C Lender as parties thereto, and the other Loan Documents referred to therein and entered into pursuant thereto. The Credit Agreement, among other things, (i) provides for the making of Loans by or on behalf of the [Class A Lender][Class B Lenders][Class C Lender] to the Borrower from time to time, in an aggregate principal amount not to exceed the [Class A Total Loan Amount][Class B Total Loan Amount][Class C Lender Top Loss] and the indebtedness of the Borrower resulting from each such Loan being evidenced by a Facility Note, (ii) contains provisions for payments of principal hereof prior to the maturity hereof and for re-drawing funds previously prepaid upon the terms and conditions therein specified, (iii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events therein specified and (iv) contains provisions regarding the relative priority of payments by the Borrower to the Lenders.

The Loans made by the Lender to the Borrower pursuant to the Credit Agreement and this Facility Note shall be treated as debt. There are no participations (other than as permitted by

Section 14.9 of the Credit Agreement) created in the Loans or any other debt under the Credit Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING AND/OR HEARING ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS FACILITY NOTE, THE CREDIT AGREEMENT, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION. NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. EACH PARTY HAS RECEIVED THE ADVICE OF COUNSEL WITH RESPECT TO THIS WAIVER.

All parties hereto, whether as makers, endorsers or otherwise, severally waive presentment for payment, demand, protest and notice of dishonor.

This Facility Note shall be governed by, and construed in accordance with, the laws of the State of Utah (without regard to conflict of laws principles).

UTAH SMALL BUSINESS GROWTH
INITIATIVE, LLC,
a Utah limited liability company
dba BUSINESS LOANS OF UTAH

By: Utah Center for Neighborhood Stabilization,
a Utah nonprofit corporation
Its: Sole Member

By: _____
Michael Plaizier
Its: Executive Director

LOANS

Date	Amount of Loan	Amount of Principal Loan	Unpaid Principal Balance	Notation Made By	Maturity Date

EXHIBIT C
FORM OF BORROWING REQUEST

[Date]

To: [CLASS ____ LENDER]

Utah Small Business Growth Initiative, LLC,
dba Business Loans of Utah, as Administrative Agent

Attn: _____

Ladies and Gentlemen:

The undersigned, Utah Small Business Growth Initiative, LLC, a Utah limited liability company, dba Business Loans of Utah (the “Borrower”), refers to that certain Credit Agreement dated on or about January 10, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrower, the Class A Lender, Class B Lenders, and Class C Lender, (the “Lenders”) and Utah Small Business Growth Initiative, LLC, a Utah limited liability company, dba Business Loans of Utah, as Administrative Agent for the Lenders (the “Agent”) and certain other parties, and hereby gives you notice, irrevocably, pursuant to Section 1.3 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement, and in that connection, sets forth below the information related to such Borrowing Request as required by Section 1.3 of the Credit Agreement. Capitalized terms used herein but not defined shall have the meanings given such terms in the Credit Agreement.

A. Summary Borrowing Request:

Borrowing Request Number: _____

Total Amount of the proposed Borrowing: _____

\$ _____

Interest Calculation on Borrowing: _____

B. Representations and Warranties

The undersigned hereby represents and warrants that each of the following statements are true on the date hereof and will be true on the proposed Loan Settlement Date:

(i) Each of the representations and warranties listed in Section 1.3 of the Credit Agreement are true as of the date of this Borrowing Request;

(ii) Each applicable condition precedent listed in Article I, II, and Section 3.3 of the Credit Agreement will be met on the proposed Loan Settlement Date; and

(iii) No Event of Default or Unmatured Event of Default has occurred and is continuing, or would result after giving effect to the Borrowing contemplated hereby or the application of the proceeds of the Borrowing as contemplated by the Credit Agreement.

UTAH SMALL BUSINESS GROWTH
INITIATIVE, LLC,
a Utah limited liability company
dba BUSINESS LOANS OF UTAH

By: Utah Center for Neighborhood Stabilization,
a Utah nonprofit corporation
Its: Sole Member

By: _____
Michael Plaizier
Its: Executive Director

EXHIBIT D
FORM OF PORTFOLIO REPORT

(attached)

Business Loans of Utah
Quarterly Portfolio Review

Date:
For Period Ending:

Loan #	Business Name	Original Commitment	LLR	Date Closed	Maturity Date	Balance	Int. Rate	Mo. Pymt	Paid to Date	Current Yes/No	# pmt Past Due	Past Due Principal	Past Due Interest	Work Out Yes/No	Current on Workout	Risk Grade	Covenant Compliance	Collateral	Value
Box Elder County 001-000-0000																			
Total Box Elder County		\$0.00				\$0.00	\$0.00		\$0.00					\$0.00		\$0.00			
Davis County 002-000-0000																			
Total Davis County		\$0.00				\$0.00	\$0.00		\$0.00					\$0.00		\$0.00			
Ogden 003-000-0000																			
Total Ogden		\$0.00				\$0.00	\$0.00		\$0.00					\$0.00		\$0.00			
Orem 004-000-0000																			
Total Orem		\$0.00				\$0.00	\$0.00		\$0.00					\$0.00		\$0.00			
Provo 005-000-0000																			
Total Provo		\$0.00				\$0.00	\$0.00		\$0.00					\$0.00		\$0.00			
Spanish Fork 006-000-0000																			
Total Spanish Fork		\$0.00				\$0.00	\$0.00		\$0.00					\$0.00		\$0.00			
Weber County 007-000-0000																			
Total Weber County		\$0.00				\$0.00	\$0.00		\$0.00					\$0.00		\$0.00			
Total All		\$0.00				\$0.00	\$0.00		\$0.00					\$0.00		\$0.00			

BLU

Quarterly Monitoring Report

Loan Concentrations

By Loan Type

Type	#	Commitment Amount	% of Total Fund
Working Capital - Term			
Working Capital - Revolving			
Equipment			
FF&E			
Accts Receivables			
Real Estate			
Total			

By Risk Grade

Grade	#	Commitment Amount	% of Total Fund
1			
2			
3			
4			
5			
6			
Total			

By Entity

Type	#	Commitment Amount	% of Total Fund
Box Elder County			
Davis County			
Ogden City			
Orem City			
Provo City			
Spanish Fork City			
Weber County			
Total			

Loan #: Entity-Loan Type- Sequential #

Entity #	
Box Elder County	001
Davis County	002
Ogden City	003
Orem City	004
Provo City	005
Spanish Fork City	006
Weber County	007

Loan Type	
Working Capital - Term	010
Working Capital - Revolving	011
Equipment	012
FF&E	013
Accts Receivables	014
Real Estate	015
Other	016

EXHIBIT E

FORM OF COVENANT
COMPLIANCE CERTIFICATE

Utah Small Business Growth Initiative, LLC d/b/a Business Loans of Utah ("BLU") is in compliance with all covenants stated in Article V of the Credit Agreement relating to the Fund, and with respect to the financial covenants listed in Article V of the Credit Agreement, attached hereto as Schedule 1 are detailed calculations of such financial covenants. As of the date hereof, no Event of Default or Unmatured Event of Default exists.

In Witness, Whereof, the undersigned officer has executed this Certificate on behalf of BLU this ____ day of _____, 2017.

**UTAH SMALL BUSINESS GROWTH
INITIATIVE, LLC**, a Utah limited liability company
d/b/a BUSINESS LOANS OF UTAH

By: _____
Name: _____
Title: _____

EXHIBIT F

LOAN ORIGINATING AND SERVICING MANUAL

(attached)

Credit Manual

Business Loans of Utah Loan Originating and Servicing Manual

Revised: December 21, 2017

Loan Originating and Servicing Manual

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I. Introduction

The Business Loans of Utah (BLU or the “Fund”) is a unique financial resource which supports economic development and job creation in the State of Utah by funding companies which it deems creditworthy, but do not qualify for traditional financing.

BLU plays a valuable role in economic development as it is the only financial resource which takes a risk-managed approach to support companies and entrepreneurs poised at crucial stages of commercial development.

BLU leverages Utah Small Business Growth Initiative (USBGI) and public funds to attract private investment and diversify risk among public and private entities. BLU reduces risk by evaluating credit and equity risks posed by applicants to assess their likelihood of success. BLU simultaneously evaluates applicant debt and equity to provide: a sophisticated analysis of business model sustainability, a high level of risk management, and a method for furthering the interests of debt and equity investors.

The Fund utilizes public resources as subordinate debt for privately funded community development loans. BLU’s community development guidelines are similar to those of the Community Reinvestment Act (CRA). For example, such guidelines include:

- Activities which revitalize or stabilize low-moderate income areas;
- Activities which promote economic development by financing small businesses; and
- Permanent job creation, retention, and/or improvement for low-moderate income persons

The Fund allows private industry to support economic growth with managed risk.

The Fund will be structured as a program within USBGI. Private lenders and a consortium of Utah cities and counties will participate in the Fund. USBGI is the lender (Lender) for the Fund and will serve as the Administrative Agent and Servicer. The Servicer may enter an agreement with a “Sub servicer” detailing responsibilities for the Fund. The Loan Originating and Servicing Manual is designed to complement the Credit Agreement by and among the various lenders, and other Fund legal documents, but does not in any way replace or override them. The Manual simply provides guidance to the Fund for loan underwriting and servicing. The Manual describes the types of loans the Fund will finance, the originating and underwriting standards for those loans, and the policies and procedures the Fund must follow in underwriting and processing those loans.

All references with initial capital letters not defined herein will have the meanings set forth in the Credit Agreement.

II. Project Loan Origination

The Fund will prioritize the making of small business loans that promote economic development, revitalization or stabilization of low and moderate-income areas and creates or retains permanent jobs for low and moderate-income persons.

The Fund's targeted loan size is from \$50,000 to \$350,000 (subject to the terms of the Credit Agreement).

The following procedures describe the way to underwrite and present a loan for approval by the Credit Committee:

A. Project Loan Underwriting

1. Fund Underwriting Guidance.

USBGI has developed underwriting guidelines set forth in Exhibit H and Exhibit J Project Underwriting Compliance Checklist ("PUC") to the Credit Agreement to provide guidance on the underwriting requirements for the loan products. Those loan products can include, equipment loans, account receivable loans, working capital loans, tenant improvement loans. The fund may propose a Project Loan that does not meet the requirements listed in Exhibit J Underwriting checklist. However, those Project Loans must include clear mitigants to the extra risks posed by those project loans.

2. Underwriting Package.

The Administrative Agent will complete its underwriting package which will contain all the information and documents in Exhibit G-2 Borrower Underwriting Checklist in the Credit Agreement. The Lender will disclose in the Underwriting Package characteristics, if any, prohibiting the Project Loan from being a Conforming Loan. Following submission of any Underwriting Package to the Credit Committee, the Administrative Agent will promptly provide additional information reasonably requested by the Credit Committee.

3. Project Loan Terms and Fees.

Project Loans can have terms of up to five (5) years, subject to the following constraints: 1) The Project Loan maturity date must be before the Fund's 7-year maturity. For example, if a Project Loan is originated in Year 2 of the Fund, the maximum Project Loan Term is five years; and 2) the requirements set forth in the applicable PUC.

All uses of Project Loan proceeds should comply with the limitations set forth in the Credit Agreement. Project Borrower fees payable at closing may be capitalized and paid to the Fund from Project Loan proceeds. These fees include a loan origination fee of 2.0% payable to USBGI.

Project Loan proceeds included in the Project Loan commitment amount but not disbursed at closing will be added to the Project Loan's outstanding principal balance when disbursed or advanced to the Project Borrower.

4. Project Loan Interest Rate.

The minimum interest rate will be based on the maximum interest rate quoted by the Small Business Administration and the maximum rate will not be greater than 18%. The interest rate will be based on perceived risk and approved by the Credit Committee. The rate for amortizing terms loans will be a fixed rate. Revolving loans will have a variable rate.

5. Payment of Project Loan Principal and Interest.

Payment will be monthly due on the 5th of the month. Amortizing loans will generally have a fixed monthly principal and interest payment, but may include an interest only period.

Revolving lines of credit may be interest only but will generally require a rest period and/or periodic principal reductions. Interest on revolving lines of credit will be calculated on the average daily outstanding.

Credit Committee may approve additional repayment structures.

6. Appraisals.

Each Loan that is secured by real estate must have an appraisal that complies with the requirements set forth in Exhibit K to the Credit Agreement.

Appraisers are to be engaged directly by the Servicer or Sub-Servicer. The Servicer must ensure that the appraiser selected is either on the Fund's List of Approved Appraisers or meets/exceeds the Fund's minimum qualifications for appraisers and could be added to the list. To be considered qualified, the appraiser must have at least four years of relevant appraisal experience and currently be active in appraisal work, and be experienced in the geographic area where the property is located. The appraiser must be certified and licensed in the State of Utah.

The Project Borrower must pay the cost of appraisal before the appraisal is ordered.

7. Environmental Requirements.

The Fund requires an environmental assessment on all properties that serve as collateral for loans. The level of assessment will vary depending on the size of the loan, the age and condition of the property, and the existing and prior

uses of the property. See Exhibit L to the Credit Agreement for a full description of the Fund's Environmental Requirements.

8. Insurance Requirements.

The Project Borrower must comply with the insurance requirements set forth in Exhibit N to the Credit Agreement. A copy of the complete insurance policy must be provided to the Fund (provided, however, that a certificate with all applicable endorsements will be acceptable for Project Loan closing), and the Fund must obtain a complete copy of the insurance policy, no more than 30 days following closing.

B. Project Loan Approval Process

The Fund will originate loans. Loans will either be Conforming or Non-Conforming Loans. Conforming Loans must meet all the terms and conditions set forth in the Fund Underwriting Guidelines (Exhibit H to the Credit Agreement) and applicable Product Underwriting Checklist (See Exhibit J to the Credit Agreement). These Loan requests will be evaluated by the Credit Committee Fund as set forth by Section 1.4 of the Credit Agreement. Loans that do not conform to the Fund Underwriting Guidelines or applicable PUC located in Exhibit J of the Credit Agreement, will be determined to be Non-Conforming and may be approved by the Credit Committee pursuant to the such section, but through the Non-Conforming Loan approval process described in Section 1.3(g) of the Credit Agreement. For summary purposes only, the Credit Committee approval process for Conforming and Non-Conforming Loans is as follows:

Conforming	Non-Conforming
Administrative Agent prepares the Underwriting Package for the Project Loan. <i>Underwriting package includes all applicable items set forth in Exhibit G of the Credit Agreement.</i>	Administrative Agent prepares Underwriting Package for the Project Loan with a cover memo describing the ways in which the Project Loan is Non-Conforming.
Administrative Agent determines whether Underwriting Package is complete and whether the Project Loan is Conforming or Non-Conforming based on the Underwriting Guidelines in Exhibit H. The Administrative Agent will prepare an Approval Package for proposed loans and will deliver it to each member of the Credit Committee no later than 5 Business Days prior to the Credit Committee meeting. <i>The Approval Package includes the credit</i>	Administrative Agent determines whether Underwriting Package is complete and whether the Project Loan is Conforming or Non-Conforming based on the Underwriting Guidelines in Exhibit H. The Administrative Agent will prepare an Approval Package (including an analysis of the risks associated with the Non-Conforming aspects of the Project Loan) for proposed loans and will deliver them to each member of the

<i>memo and associated attachments but not the appraisal and other reports.</i>	Credit Committee no later than 5 Business Days prior to the Credit Committee meeting. <i>The Approval Package includes the credit memo and associated attachments but not the appraisal and other reports.</i>
After receipt of the Approval Package, Credit Committee members may correspond with the Administrative Agent to request more information and/or ask clarifying questions about the proposed Project Loans. At the Credit Committee meeting each member will vote to approve or decline the proposed Project Loan. Any member of the Credit Committee unable to attend the meeting may approve or decline the proposed Project Loan by email to the Administrative Agent prior to the Credit Committee Meeting.	After receipt of the Approval Package, Credit Committee members may correspond with the Administrative Agent to request more information and/or ask clarifying questions about the proposed Project Loans. At the Credit Committee meeting each member will vote to approve or decline the proposed Project Loan. Any member of the Credit Committee unable to attend the meeting may approve or decline the proposed Project Loan by email to the Administrative Agent prior to the Credit Committee Meeting.
A Credit Committee meeting will require a quorum of three committee members. A proposed Conforming Loan will be approved for funding if a majority of the Credit Committee members vote in favor of funding the Project Loan.	A Credit Committee meeting will require a quorum of three committee members. A proposed Non-Conforming Loan will be approved for funding if 66% or more of the Credit Committee members, including a majority of the Class A Lenders, vote in favor of funding the Project Loan.

C. Commitment Letter

If a Project Loan is approved as set forth above, a Project Loan commitment letter (“Commitment Letter”) will be issued. The Commitment Letter must conform to the form of the commitment letter provided by the Fund, and attached as Exhibit M to the Credit Agreement. Commitment Letters will be signed by the Fund and addressed to the Project Borrower. Commitment Letters will clearly set forth the terms and conditions of the Project Loan, which will include the Project Loan commitment amount, the interest rate, fees required by the Fund, the maturity date, and repayment terms. In addition, Commitment Letters will set forth equity requirements, the interest reserve amount, and the budget and uses for Loan proceeds. The Commitment Letters will also lay out the conditions precedent to closing and the expected closing costs to be paid by the Project Borrower.

Once the Fund has issued a Commitment Letter, such commitment may remain open for a period not exceeding 30 days, during which time the Project Borrower must either accept or reject the offer. Closing must occur no later than 120 days from the date of issuance of the Commitment Letter.

Provided that the value or condition of the business and/or its collateral related to the Project Loan has not materially deteriorated, and the financial condition of the Sponsor, Project Borrower or the guarantor(s) has not materially deteriorated, Commitment Letters may be extended at the discretion of the Administrative Agent, for up to six months, so long as the extended maturity date does not result in a Project Loan maturity that falls after the then Facility Maturity Date of the Credit Agreement. Requests for commitment extensions shall require an additional explanation as to why the extension is needed.

If there has been a material change to a commitment already issued, and the Fund nonetheless deems the extension to be warranted, such request for extension of commitment shall be re-submitted to the Administrative Agent and Credit Committee for approval.

D. Changes in Loan Structure

Non-material changes to the terms and conditions of a Project Loan after commitment and prior to closing may be approved in writing by the Administrative Agent on behalf of the Fund. Material changes in the terms and conditions of an approved Project Loan between commitment and closing require review and approval by the Credit Committee. The following are examples of material changes to the terms and conditions of a Project Loan:

- The loan amount is increased by more than 5%, decreased by more than 15%, or exceeds the maximum loan-to-value ratio set forth by the Commitment Letter;

- The collateral/property valuation originally reported to the Credit Committee has been materially adversely affected, and not, in the opinion of the Lender and Administrative Agent, sufficiently offset by the offer of additional collateral or a lowering of the requested loan amount;
- There is any substitution of property or changes in the proposed disposition of the property;
- The Fund's lien priority in respect to the Collateral changes from a senior to a junior position;
- The final maturity of the Project Loan is extended from the original maturity approved by the Credit Committee, or beyond the maximum total term listed under the applicable Product Underwriting Checklist (PUC), but never to be later than the then Facility Maturity Date of the Credit Agreement;
- The interest rates applicable to a Project Loan or the method of calculating the same will be changed;
- Any obligor under any Project Loan document (including guaranties and indemnities), or any Collateral for a Project Loan, will be released, unless such release is otherwise permitted under the terms of the Fund Documents or the applicable Project Loan documentation;
- There is material adverse change in the Project Sponsors, Project Borrowers or Project Loan Guarantors financial position or other material changes which may negatively affect the Project Borrowers ability to implement the Project as planned;
- There is a material change in the planned take-out financing for the Project Loan; or
- For Conforming Loans approved as such, there is any change to the Project or the Project Loan terms which would render the Project Loan a Non-Conforming Loan.

III. Project Loan Closing

A. Responsibility for Closings

The Servicer is responsible for all Project Loan closings but may delegate some or all of the following responsibilities to the Sub-Servicer. For each Project Loan closing, the servicer may elect to use either (i) a lawyer or law firm retained by USBGI by contract, or (ii) USBGI's in-house counsel ("Closing Attorney"). The Servicer will review all closing documentation and ensure that the documented terms and conditions are consistent with the terms of the transaction as approved by the Fund.

B. Closing Documents

Project Loans will be documented at closing by the Project Loan Documentation in the form set forth by the Project Loan Documents. The following Project Loan Documents will be sent by the Servicer to the Administrative Agent in

substantially final form prior to the Project Loan closing for the Administrative Agent's review:

- Deed of Trust;
- Promissory Note;
- Loan Agreement;
- General Assignments of Contracts;
- Personal Guarantee(s);
- Borrower Repayment Guarantee;
- Security Agreement;
- Environmental Indemnification Agreement; and
- Any other documents setting forth terms and conditions of the Project Loan and evidencing and securing the security interest of the Fund in the Project Loan collateral.

The Project Loan Borrower will be exclusively responsible for all fees, costs and expenses charged by its Closing Attorney. If because of exceptional and substantial deviation from the Project Loan Documents, the Administrative Agent deems it necessary for the Credit Committee to review the proposed changes, the Project Loan Documents will be submitted for Credit Committee approval prior to the Project Loan Closing and signing of the documents by the Fund.

C. Closing Attorney

The Project Loan Documentation may be forwarded by the Fund to the appropriate Closing Attorney. If so, the Closing Attorney will coordinate with the escrow agent to ensure the Deed of Trust and all recordable agreements executed by and among the Project Borrower and the Fund are properly recorded in the public records. The fully executed original Project Loan Documentation must be submitted by the Closing Attorney and the Fund to the Servicer for safekeeping with copies for the Fund's counsel. The Servicer must ensure the title company delivers the recorded documents to the Administrative Agent.

D. Closing Costs

The Fund will pay the Project Loan closing costs that the Fund Documents specifically provide are the responsibility of the Fund. All other Project Loan closing costs will be payable by the Project Borrowers.

IV. Project Loan Disbursements

A. Funding Requests

1. Each Draw (other than a Project Loan Protective Advance) will be requested by a Borrowing Request, substantially in the form of Exhibit C in the Credit Agreement given by the Borrower to the Lenders not later than 12:00 noon (Mountain Time) five (5) Business Days prior to the proposed Funding Date. Not later than 12:00 noon (Mountain Time) on the proposed Funding Date and no earlier than the Business Day before the proposed Funding Date, the Class A Lenders, and Class B Lenders, as applicable, will transfer to the Borrower Operating Account, by wire transfer in same-day funds, the amount of their respective shares of such Borrowing. Notwithstanding the foregoing, a Lender may elect to fund its portion of a Loan earlier than the Business Day before the Funding Date provided that no interest will accrue on such portion of the Loan until the Business Day before the Borrowing Date. Upon receipt of all such funds, the Administrative Agent, the Class A Lender, and the Class B Lender, as applicable, are deemed to have authorized the release of such funds from the Borrower Operating Account to originate the Project Loans.
2. Funding requests may be made to the Lenders not more often than twice monthly and will be in a principal amount of not less than \$5,000 in the aggregate based on projected lending activity during the period prior to the Borrowing Termination Date.

B. Borrowing Funding

1. Each Loan (other than a Loan for a Project Protective Advance) will be used by the Borrower to fund Project Loan(s).
2. Except as otherwise provided below, each Borrowing will be funded by (a) each Class A Lender in a principal amount not to exceed each Class A Lender's Percentage Interest multiplied by the principal amount of the Borrowing, provided, that after giving effect to such Borrowing, the aggregate principal amount of all Loans made by such Class A Lender (including Loans for a Project Protective Advance) will not exceed the Class A Lender's Commitment, and (b) Class B Lender in a principal amount not to exceed Class B Lender's Percentage Interest multiplied by the principal amount of such Borrowing, provided, that after giving effect to such Borrowing, the aggregate principal amount of all Loans made by Class B Lender (including Loans for a Project Protective Advance) will not exceed Class B Lender's Commitment.

C. Notes; Principal and Interest

1. The Loans will be evidenced by the Facility Note received by each Lender. Each Facility Note will be substantially in the form of Exhibit B in the Credit Agreement annexed hereto.
2. Borrower will pay interest on the unpaid principal amount advanced from the date of the Borrowing under the Facility Note until payment in full at an interest rate equal to (i) for each Class A Lender, the Class A Lender's Spread, (ii) for the Class B Lender, the Class B Lender's Spread, (iii) the Administrative Agent's Spread, and (iv) for the Class C Lender, any applicable Excess Spread.
3. All interest and principal due under each Facility Note will be calculated and payable monthly in arrears on the applicable Payment Date, and will be computed on a 360-day year and the actual number of days elapsed in such month; provided that payment of interest relating to any Project Loan will not be due unless and until payment is received on the underlying Project Loan. Each principal and interest payment will be remitted to the Lenders on the Payment Date in accordance with Article X in the Credit Agreement.
4. Each Facility Note is prepayable in whole or in part without penalty. In the event of any prepayment of a Facility Note, whether voluntary or involuntary and whether or not due to acceleration of the maturity of such Facility Note or any other reason whatsoever, such prepayment will be accompanied by all interest accrued on the amount prepaid through such Prepayment Date. Until the expiration of the Borrowing Termination Date, Borrower will have the right to reborrow funds that have been previously prepaid in accordance with Section 1.5 in the Credit Agreement.
5. If Borrower fails to make any payment due under the terms of a Facility Note after the expiration of any applicable grace periods or upon the occurrence of any other Event of Default under this Agreement, the outstanding principal amount of such Facility Note, will bear interest at the Default Interest Rate. This remedy is available in addition to all other rights and remedies of any Lender under this Agreement or any other Loan Document.
6. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the interest paid or agreed to be paid to any Lender under the Loan Documents will not exceed the Maximum Rate. If any Lender receives interest in an amount exceeding the Maximum Rate, the excess interest will be applied to the principal amount of such Lender's Facility Note, or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by any Lender exceeds the Maximum Rate, the Lenders may, to the extent permitted by any applicable law, rule or regulation (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude

voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the obligations hereunder.

D. Increased Costs; Increased Capital; Taxes.

1. Increased Costs.

If (a) there will be any increase in the cost to any Affected Party of agreeing to make or making, funding or maintaining the Lenders' Commitment, including, without limitation, due to a Change in Law, or (b) any reduction in any amount receivable in respect thereof or otherwise under this Agreement, and such increased cost or reduced amount receivable is due to either:

- a) the introduction of or any change (including, without limitation, any change by way of imposition or increase of reserve requirements) in the interpretation of any law or regulation after the date hereof; or
- b) the compliance with any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law);

then from time to time, such Affected Party may request Borrower pay such Affected Party additional amounts sufficient to compensate such Affected Party for such increased cost or reduced amount receivable, including, without limitation, all interest and penalties thereon or with respect thereto, and all out of pocket expenses (including the reasonable fees and expenses of counsel in defending against the same), as reasonably determined by such Affected Party. Promptly, but in any event, within five (5) Business Days after receiving such request, Borrower will pay such additional amounts to such Affected Party.

2. Increased Capital.

If after the date hereof any Lender determines that:

- a) the adoption or implementation of or any change in or in the interpretation or administration of any law or regulation or any guideline or request from any central bank or other Governmental Authority or quasi-governmental authority exercising jurisdiction, power or control over such Lender or banks or financial institutions generally (whether or not having the force of law), compliance with which affects or would affect the amount of capital required or expected to be maintained by such Lender or any entity controlling such Lender, and

- b) the amount of such capital is increased by or based upon the making or maintenance by such Lender of its Loans or the existence of such Lender's obligation to make Loans,

then, in any such case, upon written demand by such Lender, Borrower agrees immediately to pay to such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender or such entity therefor. Such demand will be accompanied by a statement as to the amount of such compensation and include a summary of the basis for such demand with detailed calculations. Such statement will be conclusive and bind for all purposes, in the absence of manifest error.

3. Taxes.

- a) Any and all payments made by Borrower to any Lender under this Agreement or under such Lender's Facility Note or any other Loan Document will be made free and clear of, and without reduction for or on account of, any and all present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes and franchise taxes or any other tax based upon net income, profits and/or gain imposed on an Affected Party as a result of a present or former connection between such Affected Party and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Affected Party having executed, delivered, registered or performed its obligations or received a payment under, or enforced, this Agreement). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("**Non-Excluded Taxes**") are required to be withheld from any amounts payable to such Affected Party hereunder, the amounts so payable to such Affected Party will be increased to the extent necessary to yield to such Affected Party (after payment of all Non-Excluded Taxes) a payment equal to the amount that would have been paid but for the Non-Excluded Tax; *provided, however*, that Borrower will not be required to increase any such amounts payable to any Affected Party not organized under the laws of the United States of America or a state thereof if such Affected Party fails to comply with the requirements of Section 1.9(c) in the Credit Agreement. Whenever any Non-Excluded Taxes are payable by Borrower, as promptly as possible thereafter, Borrower will send to the affected Lender for its own account or for the account of such Affected Party a certified copy of an original official receipt received by Borrower showing payment thereof. If Borrower fails to pay any Non-Excluded Taxes when due to the appropriate taxing authority or fails to remit to such affected Lender the required receipts or other required

documentary evidence, Borrower will indemnify the applicable Affected Party for any incremental taxes, interest or penalties that may become payable by such Affected Party because of any such failure.

- b) Each Affected Party will deliver to Borrower (i) if such Affected Party is not a “United States person” within the meaning of Section 7701(a)(30) of the Code, or is a “disregarded entity” within the meaning of Treasury Regulation 301.7701-2 owned by an Affected Party which is not a “United States person” within the meaning of Section 7701(a)(30) of the Code, two (2) duly completed copies of Internal Revenue Service Form W-8BEN indicating that no United States withholding tax is due on any payment to such Affected Party pursuant to this Agreement or W-8ECI, as applicable, or the applicable successor form, or (ii) otherwise, two (2) duly completed copies of Internal Revenue Service Form W-9, or the applicable successor form, as the case may be.

4. Notification.

If any Affected Party becomes aware that any amounts are or will be owed to it pursuant to Section 1.9 in the Credit Agreement, then it will promptly notify Borrower as soon as possible thereafter. The Affected Party will submit to Borrower a certificate indicating the amount owing to it and the calculation thereof in reasonable detail. The amounts set forth in such certificate will, in the absence of demonstrable error, be conclusive and binding. Subject to Article X in the Credit Agreement hereof, Borrower will pay such amounts to the Affected Party within ten (10) Business Days after receiving the request.

5. Survival.

Without prejudice to the survival of any other agreement of Borrower hereunder, the agreements and obligations of Borrower contained in Section 1.9 in the Credit Agreement will survive the termination of this Agreement.

E. Payments in Full; Taxes

All sums payable by Borrower hereunder will be paid in full, free of any deductions or withholdings. Borrower will pay directly to the appropriate taxing authority or reimburse the Lenders for all present and future taxes and charges relating to this transaction, except for taxes which are imposed on or measured by any Lender's net income, profits and/or gain, or the execution, delivery, performance and enforcement of the Loan Documents and all taxes on such payments and reimbursements.

F. Sharing of Payments

If any Lender receives any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of principal or interest on

any of its Loans to Borrower or other Obligations of Borrower hereunder (other than pursuant to Section 1.7 in the Credit Agreement) in excess of its ratable share of such payments (as determined pursuant to Article X or Article VII in the Credit Agreement, in the case following an Event of Default and the exercise of remedies as contemplated thereby), such Lender will forthwith purchase from the other Lenders such participations in the Loans made by them or such other Obligations as will be necessary to cause such purchasing Lender to share the excess payment ratably with each of such other Lenders, *provided, however*, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender will be rescinded and each other Lender will repay to the purchasing Lender the purchase price paid for such participation to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (a) the amount of such Lender's required repayment to (b) the total amount so recovered from the purchasing Lender) of any principal, interest or other Obligations paid or payable by the purchasing Lender in respect of the total amount so recovered. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to Section 1.11 in the Credit Agreement may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

G. CRA Sub-Allocation

Each Class A Lender may receive credit for Community Reinvestment Act purposes in accordance with the amount respective to the Percentage Interest of such Lenders in each of the Project Loans.

V. **Project Loan Servicing**

A. Project Loan Administration

1. Project Loan Servicing.

Project Loan servicing is a key component in the risk management process. Project Loan servicing ensures the timely repayment of interest and principal, and the correct reporting of Project Loan information to protect the quality of the Fund's portfolio. Pursuant to the Servicing Agreement by and between USBGI as Servicer (together with any Successor) and the Fund, the Servicer is responsible for all aspects of Project Loan document management, reporting and servicing. The Servicer may enter into a Subservicing Agreement with any individual, company or organization (the "Subservicer") to delegate certain of its servicing responsibilities to the Subservicer.

a) Project Borrower Information Administration

- (1) The Servicer will monitor and follow up with the Project Borrowers and collect all required Project Borrower information

submissions when due including all financial statements, tax returns and other documents as specified in the Project Loan Documentation.

- (2) The Servicer will keep track of property insurance expirations, collect new certificates and insurance policies, and confirm that new certificates and policies conform to the insurance requirements contained in the Project Loan Documentation.
- (3) The Servicer will provide the Fund a monthly report of all items collected on the Project Loan(s) with an aging of past due items.
- (4) The Servicer will maintain a tickler of required Project Borrower and project reporting information and will contact the Project Borrowers as necessary to collect information when due.
- (5) The Fund will maintain complete Project Loan files for the life of the Project Loan and for 7 years after repayment of the Project Loan.

b) Project Loan File

The Servicer will maintain a Project Loan File for each Project Loan. At a minimum, the Project Loan File will include:

- Final Executed Approval Package;
- Executed Commitment Letter;
- Executed Original Project Loan Documents; and
- Project Loan security documentation, title report, title insurance, and other applicable documents;

c) The Servicer will create and maintain a Credit File for each Project Loan. The Credit File will contain all pertinent information regarding the status of the Project Loan, Project Borrower and the Project. Monitoring information provided by the Project Borrower is reviewed periodically and placed in the appropriate places in the Credit File. At a minimum, the Credit File will include:

- Project Borrower credit reports (as applicable), organizational documents, and other supporting documentation;
- Project Borrower interim and audited financial statements and all financial analysis completed on the Project Borrower, Sponsor and Guarantor(s);
- Tax returns for Project Borrower, Sponsor and Guarantor(s); and

- Appraisal and all applicable Environmental reports.

d) Payments

The Servicer is responsible for monitoring the receipt of Project Loan payments, preparing monthly delinquency reports, and enforcing late payment provisions of notes.

- i. Continuously from the date hereof and at all times during the Servicing Period or until the principal and interest on all Project Loans is paid in full, the Servicer will proceed diligently to cause all payments due under each Project Loan to be collected when the same becomes due and payable.
- ii. With respect to any Project Loans that provide for the deposit of Escrow Payments in Escrow Accounts, the Servicer will take the necessary steps on its part to ascertain and estimate annual ground rents, taxes, assessments, water rates, fire and hazard insurance premiums, mortgage insurance premiums, and all other similar charges that, as provided in the Loan Documentation, are required to be escrowed to the end that the Escrow Payments payable by the Borrower will be sufficient to pay such charges from the corresponding Escrow Account as and when they become due and payable.
- iii. Consistent with the foregoing, in the event that a Project Loan becomes a Delinquent Loan, provided that a Special Servicer has not been appointed pursuant to section A.1.i.(j) of this Manual, Servicer may in its discretion implement the applicable procedures of this Manual, and the Servicer may after consulting with and receiving a determination for the Administrative Agent on whether such actions will materially change the risk profile of a Project Loan: (a) waive any late payment charge or, if applicable, any penalty interest, or (b) extend the due dates for the periodic payments due on a Delinquent Loan for a period of not greater than thirty (30) days.
- iv. Servicer will not: waive, modify or vary any term of any Project Loan (including modifications changing the applicable interest rate, forgive the payment of principal or interest, or extend the final maturity date of such Project Loan); accept payment from the related Project Borrower of any amount less than the stated principal balance in final satisfaction of any such Project Loan; or consent to the postponement of strict compliance with any such term or otherwise grant indulgence

to any Project Borrower (other than as provided in this Manual).

- v. Servicer will deposit any funds it receives with respect to any Project Loan into the Borrower Collection Account within two (2) Business Days after receipt thereof and will hold such funds in trust for the benefit of the Fund and the Administrative Agent pending such deposit thereof.

e) Fund Accounts

- i. Monitoring of Deposits in the Fund Accounts.

Servicer will direct all Project Borrowers to remit payments on Project Loans only to the Borrower Collection Account and not to any other account. The Administrative Agent may require that Project Borrowers be directed to remit payments to an account other than the Borrower Collection Account; if so, the Servicer will cooperate with the Fund and the Administrative Agent to affect such transfer.

- ii. Establishment of Escrow Accounts; Deposits in Escrow Accounts.

Servicer will perform the following management services when the collateral securing term loan is real estate:

- a. The Servicer will manage any Servicer-held escrow and reserve accounts for insurance, real estate taxes, and interest reserves in accordance with the Project Loan Documentation and any applicable laws and regulations. For interest reserve accounts this includes making any required journal transfers to apply the reserve to interest payments due per the note. For property tax impound accounts this includes calculating the periodic impounds required to total to the property tax payment next due and to make the payment prior to the imposition of any penalties or late fees. The Servicer is also responsible for investing impound or reserve accounts as directed by the Project Loan Documentation and for collecting any delinquent impound or reserve account payments.
- b. The Servicer will segregate and hold all funds collected and received pursuant to each Project Loan constituting Escrow Payments separate and apart from any of its own funds and general assets and will establish and

maintain one or more Escrow Accounts, in the form of time deposit, demand accounts or the Eligible Accounts.

- c. The Servicer will deposit in the applicable Escrow Account or Accounts no later than the end of the two Business Days following the Servicer's receipt thereof, and retain therein, (i) all Escrow Payments collected on Project Loans, to effecting timely payment of any such items as required under the terms of this Agreement, and (ii) all insurance proceeds which are to be applied to the restoration or repair of any Collateral relating to a Project Loan. Any interest paid on funds deposited in the Escrow Account, other than interest on escrowed funds required by law to be paid to the applicable Project Borrower, will be deposited in the Borrower Collection Account.

iii. Permitted Withdrawals from Escrow Accounts.

Withdrawals from an Escrow Account may be made by the Servicer (a) to effect timely payments of ground rents, taxes, assessments, water rates, hazard insurance premiums and comparable items, (b) to refund to a Project Borrower any funds as may be determined to be overages, (c) for transfer to the Borrower Collection Account in accordance with the terms of this Agreement and the Project Loan Documentation, (d) for application to restoration or repair of the applicable Mortgaged Property, (e) to pay to a Project Borrower, to the extent required by law, any interest paid on the funds deposited in such Escrow Account, or (f) to clear and terminate such Escrow Account on the termination of this Agreement or, with respect to amounts associated with a given Project Loan, at the end of the Servicing Period with respect thereto.

iv. Payments of Taxes, Insurance and Other Charges; Collections Thereunder.

With respect to each Project Loan providing for Escrow Payments, Servicer will maintain accurate records reflecting the status of ground rents, taxes, assessments, water rates and other charges that are or may become a lien upon the collateral relating to a Project Loan and fire and hazard insurance coverage and will obtain, from time to time, all bills for the payment of such charges, including insurance renewal premiums and will effect payment thereof prior to the applicable penalty or termination date, employing for such

purpose deposits of the Project Borrower in the Escrow Account amounts estimated and accumulated by the Servicer and sufficient for such purposes, as allowed under the terms of the Project Loan Documentation and applicable law. To the extent that the Project Loan Documentation does not provide for Escrow Payments, Servicer will determine whether any such payments are made by a Project Borrower. Servicer will use reasonable commercial efforts to effect payments of all such bills in a manner and at a time that assures that the lien priority of the Loan Documentation is not jeopardized (and, with respect to the payment of taxes, in a manner and at a time that avoids the loss of the collateral relating to such Project Loan due to a tax sale or the foreclosure of a tax lien), subject to the Project Borrower's faithful performance in the payment of same or the making of the Escrow Payments, but Servicer is not required to make advances from its own funds to effect such payments.

v. Transfer of Accounts.

The Servicer may transfer an Escrow Account to a different depository only with the prior written consent of the Administrative Agent (at the direction of the Lenders), and will affect such transfers upon and in accordance with the written instructions of the Administrative Agent (at the direction of the Lenders). The Servicer will provide written notice to the Fund and Administrative Agent prior to the transfer of any Escrow Account to a different depository institution.

vi. Reports.

Monthly reports showing any amounts due to the Servicer-held escrow accounts but uncollected are distributed to the Administrative Agent.

vii. Insurance Proceeds.

Upon the occurrence of any insured loss that, under the terms of the applicable Required Project Loan Documentation, gives rise to an obligation on the part of the applicable Project Borrower to place insurance proceeds in escrow for the purpose of rebuilding or repairing the collateral for such Project Loan, the Servicer will take reasonable steps to implement, or to cause the applicable Project Borrower to implement, the provisions of the Required Project Loan

Documentation governing the deposit of insurance proceeds in and the disbursement of insurance proceeds from an Escrow Account for the purpose of effecting such rebuilding or repair.

viii. Reserves.

The Servicer will also process draw requests from Servicer-held replacement reserve and operating reserve accounts in accordance with the Required Project Loan Documentation. This may include ordering any follow up reports such as construction inspection reports and title date down or title continuation endorsements.

f) Quarterly Monitoring

The Servicer will send a written notice of pending Project Loan maturity to Project Borrower at 120 days from maturity. At 90 days prior to Project Loan maturity, the Servicer will contact the Project Borrower via telephone or e-mail regarding the status of the payoff or conversion.

g) Amendments of Non-Delinquent Loans

The Servicer will work with the Administrative Agent on all proposed modifications to any Project Loan Document (a "Requested Change") associated with non-delinquent loans. Each Requested Change will include a brief assessment by the Servicer on whether such Requested Change will be a Material Change. The Servicer will provide the request to and consult with the Administrative Agent, who will make the final determination as to whether the Requested Change is a Material Change. If the Administrative Agent determines the Requested Change will not be a Material Change, the Servicer will only be required to provide the Credit Committee with notice of the Requested Change. If the Administrative Agent determines a Requested Change is a Material Change, the Servicer must receive consent by a Supermajority of the Credit Committee to approve such Requested Change. If Requested Change is approved pursuant to this section, the Administrative Agent will request the Servicer make such a Requested Change in the name of the Project Borrower. All Requested Changes must be formally documented and reported to the Credit Committee whether or not Credit Committee approval is required.

h) Notification of Adjustments

The Servicer will execute and deliver the notices required by the applicable Required Loan Documentation regarding interest rate adjustments. The Servicer also will provide timely notification to the Fund of all applicable data and information regarding such interest rate adjustments and the Servicer's methods of implementing such interest rate adjustments.

i) Notification of Events of Default

Servicer will promptly notify the Fund and the Administrative Agent, upon obtaining actual knowledge of an existing "Event of Default".

- i. Within fifteen (15) days from the date on which any Project Loan becomes a Delinquent Loan, the Administrative Agent will provide notice to the Lenders. Within thirty (30) days from the date on which any Project Loan becomes a Delinquent Loan, the Borrower, the Administrative Agent and the Servicer will work with the Project Borrower to expeditiously develop a work-out plan ("Work-Out Plan") in accordance with the Credit Manual. If there is no Work-Out-Plan in effect within seventy-five (75) days after a Project Loan becomes a Delinquent Loan, the Borrower will pursue its legal remedies to collect payment under the Project Loan documents.
- ii. On the Facility Maturity Date, Project Borrower will assign all Delinquent Loans and/or Defaulted Loans funded with Loan proceeds hereunder and remaining outstanding on such date to Administrative Agent and the Administrative Agent will thereafter manage such Delinquent Loans (including the liquidation thereof) for the benefit of the Lenders in accordance with the provisions of this Agreement.

j) Delinquent Loans

- i. In the case of a Delinquent Loan, the Servicer will work in conjunction with the Administrative Agent to propose its recommended plan of action regarding such Delinquent Loan, which may include, but is not limited to, the full restructuring of a Project Loan, or foreclosure, in each case, requiring the written approval of a Supermajority of the Credit Committee members. If a Supermajority of Credit Committee members do not approve the plan, the Class A Lenders on the Credit Committee must agree upon and approve the plan of action. In connection with such approval, the Class A Lenders may, without limitation, require the Administrative Agent to enforce

all of the Borrower's rights and remedies with respect to such Delinquent Loan and take all commercially reasonable steps to collect on the loan.

- ii. The parties hereto agree that the Servicer will at the direction (or may, with the written consent) of the Administrative Agent (as directed by a Majority of the Class A Lenders, the Class B Lender and the Class C Lender), retain a special servicer (a "Special Servicer") to perform any services typically performed by a "special servicer" with respect to Delinquent Loans, or for a "real estate owned" or "REO" property, including, but not limited to, negotiating amendments, assumptions or modifications of any Project Loan, commencing any litigation, foreclosure or other realization action with respect to the collateral on behalf of the Borrower, selling any Project Loan or foreclosed Mortgaged Property or managing or operating any foreclosed Mortgaged Property (collectively, the "Extraordinary Services") in accordance with Section 5.16 of the Credit Agreement; provided that the Servicer, upon presentation of an acceptable written analysis and plan to the Administrative Agent for servicing such Delinquent Loans and with the consent of Administrative Agent (after receiving Supermajority approval from the Credit Committee), may perform such Extraordinary Services itself.
- iii. If the Servicer performs Extraordinary Services, it will receive additional compensation, to the extent not already provided in this Manual, for Extraordinary Services in accordance with a budget approved by the Credit Committee in accordance with Section 5.17 of the Credit Agreement.
- iv. Upon a Project Loan becoming a Delinquent Loan, the Servicer will promptly notify the Fund and the Administrative Agent in writing and request direction by the Administrative Agent in writing as to what action to take with respect to the Delinquent Loan consistent with the Manual.
- v. Within 15 days from the date on which any Project Loan becomes a Delinquent Loan, the Administrative Agent shall provide notice to the Lenders. Within thirty (30) days from the date on which any Project Loan becomes a Delinquent Loan, the Borrower, the Administrative Agent and the Servicer shall work with the Project Borrower to expeditiously develop a work-out plan ("Work-Out Plan") in accordance with the Credit Manual. If there is no Work-Out-Plan in effect within 75 days after a Project Loan becomes a Delinquent Loan, the Borrower will pursue its legal remedies to collect payment

under the Project Loan Documentation. A Work-Out-Plan will not be implemented unless approved by the Credit Committee.

- vi. On the Facility Maturity Date, Borrower shall assign all Delinquent Loans and/or Defaulted Loans funded with Loan proceeds hereunder and remaining outstanding on such date to Administrative Agent and the Administrative Agent shall thereafter manage such Delinquent Loans (including the liquidation thereof) for the benefit of the Lenders in accordance with the provisions of this Agreement.

- vii. The following decisions on Delinquent Loans require Credit Committee approval by a Supermajority vote:
 - a. Waivers of (material) Events of Default under the Project Loan Documents;
 - b. Release of any collateral securing a Project Loan, except in the case of loan repayment; and
 - c. Any Material Modifications of the Project Loan terms, including without limitation, the extension of the Project Loan maturity date. Material Modifications include any amendments or modifications to the Project Loan that:
 - Increase outstanding principal amount;
 - Modify payment terms, including a loan's interest rate, fees, or an increase in the amortization period of a loan;
 - Modify Collateral in any material way, including the parameters of LTV requirements specified in the original loan approval;
 - Cause a Project Loan to become Non-Conforming;
 - Change the proposed primary source of repayment, collateral, budget, scope of the Project, amount or timing of equity, other debt or subsidies;
 - Extend the Project Loan term without a designated source of take-out financing;
 - Waive any material covenant or revise a covenant (including financial) in such a manner to make such covenant less stringent;

- Provide an exception to Fund policies on environmental risk, entitlements, or insurance; and
 - Other amendments or modifications having a material impact on the structure of the Project Loan and/or the potential to increase the risk of losses to the Fund.
- viii. Servicer will execute written agreements for such Extraordinary Services, which agreement will include a schedule of special servicing, liquidation and workout fees. The Servicer further agrees to negotiate in good faith to determine the precise amount of such additional compensation for Extraordinary Services. Such compensation will be in the amounts as set forth in the Work-Out Budget approved in accordance with Section 5.16 of the Credit Agreement. If a Special Servicer other than the Servicer has been appointed, the Servicer will not receive a Servicing Fee with respect to the Project Loans transferred to such Special Servicer, provided, that, Servicer may receive reasonable compensation for any ongoing services provided by it in accordance with the Work-Out Plan and associated budgets.
- ix. The parties agree that if a Delinquent Loan is transferred to a Special Servicer (other than the Servicer), they will cooperate with the Fund and the Administrative Agent in the transfer of the Project Loan servicing files and any Escrow Accounts with respect to such Delinquent Loan to the Special Servicer as contemplated by section V.A.1.i.(ii) of this Manual. Unless otherwise agreed to in writing by the parties, in the event a Delinquent Loan is no longer a Delinquent Loan, such Delinquent Loan shall be transferred back to the Servicer for servicing under this Agreement. Without prejudice to the terms of any separate agreement executed by Servicer as Special Servicer, the Servicer will not be entitled to be paid the Servicing Fee hereunder with respect to such specific services transferred to a Special Servicer during the period the Delinquent Loan is being serviced by a Special Servicer.
- k) Charge-Offs or Write Downs.

Servicer will provide written notice of any charge-off or write-down of a Project Loan in accordance with the Credit Agreement and this Credit Manual as soon as possible after approval by the Administrative Agent and Lenders holding a Majority-in-Interest of the Loans to conduct such charge-off or write-down, but in any event within five

(5) Business Days after recordation of same in Borrower's financial record.

l) Satisfaction of Project Loan Documentation and Release of Project Loan Documentation Files.

- i. Upon the payment in full of any Project Loan, or the Servicer's receipt of notice that payment in full will be escrowed in a manner customary for such purposes, the Servicer will: (a) notify the Administrative Agent that all amounts received or to be received in connection with such payment, and required to be deposited in the Borrower Collection Account, have been or will be so deposited, and (b) request execution of any document necessary to satisfy the Project Loan and delivery of any related mortgage or collateral held by the Fund or the Fund's designee. Upon receipt of such certification and request, the Servicer will prepare and process any satisfaction or release and provide the related mortgage documentation to the Fund for delivery to the applicable Project Borrower.
- ii. At any time when any Project Loan ceases to be a Project Loan other than as a result of the payment in full thereof, the Servicer will release the Required Loan Documentation to the Special Servicer or other Person designated by the instruction of the Administrative Agent, and will transfer any funds in any Escrow Account related to the Project Loan as directed in the instruction. Effective upon such transfer, Servicer will have no liability whatsoever with respect to the Project Loan arising from acts or omissions with respect to the Project Loan on or after the date on which such Project Loan ceased to be a Project Loan.

B. Collateral Administration

1. Monitoring Property Insurance.

The Servicer will maintain the property insurance files and a tickler file of property insurance expiration dates. It will contact Project Borrowers for renewal insurance certificates and policies 30 days prior to insurance expirations and follow up continuously until the documents are received. It will confirm that replacement certificates and policies are in conformance with Project Loan document requirements.

2. Monitoring Property Tax Payments.

The Servicer will review all tax service reports to confirm property taxes are paid current, and will research as needed the property tax status for any collateral with known delinquent property taxes. The Servicer will pay the

property tax bills from impound accounts for any applicable collateral, (b) calculate impound amounts, and (c) ensure Project Borrowers' payment billings reflect the proper amounts. The Servicer will attempt to resolve Project Loans with delinquent property taxes and/or impound accounts but if the Project Loans cannot be resolved within 90 days they will notify the Administrative Agent.

3. Monitoring Flood Insurance Classification.

The Servicer will review all flood certifications and confirm that documentation of any required flood insurance is in the insurance file. When it is notified of any changes in a property's flood status, it will follow up with Project Borrowers to obtain the correct insurance or to notify them that flood insurance is no longer required, as applicable.

4. UCC Renewals/Releases and Changes in Title.

The Servicer will keep track of UCC expirations, file continuation statements as needed, and file releases on Project Loans paid off or where collateral is released pursuant to the Project Loan Documentation.

5. Collection and Monitoring of Delinquent Project Borrower Payments for Taxes, Insurance and Reserves.

The Servicer is responsible for collecting delinquent impound amounts and causing Project Borrowers to pay current any delinquent property taxes on Project Loans. The Servicer will decide when to cease working with the Project Borrower and recommend that the Fund advance the property tax payments itself to protect its collateral. Advancing delinquent property tax payments should be done in conformance with the Project Loan Documentation and in consultation with counsel.

The Servicer will promptly force-place an insurance policy (with the approval of the Administrative Agent, at the direction of the Lenders) on property secured by a Project Loan upon actual knowledge that the property will be uncovered.

As part of the Loan Monitoring process, Servicer will analyze compliance with and adequacy of payments by Project Borrowers to the required operating and replacement reserve accounts. Servicer is responsible for ensuring Project Borrowers meet all requirements governing reserve amounts and uses.

6. Release of Collateral.

The Servicer will prepare and record reconveyances, satisfaction and release of mortgages and UCC releases upon receipt of payment in full of a Fund loan. It will also process other releases of collateral in accordance with Project

Loan Documentation. Releases of collateral not in connection with a paid off Project Loan will require the approval of the Committee.

VI. Project Loan Monitoring and Reporting

A. Asset Management

Asset management functions include the Servicer preparing Loan Monitoring Reports (LMRs) and conducting site visits, monitoring development progress against benchmarks established at underwriting, reviewing financial covenant compliance, and evaluating and recommending Project Loan extensions and modifications.

1. Project Loan Monitoring.

Project Loans are formally reviewed through the preparation of an LMR, which is attached as Exhibit A, by the Servicer and reviewed by the Administrative Agent and by the Credit Committee. Project Loans are reviewed quarterly, semi-annually, or annually, depending on the risk factors of the Project Loan.

Generally, performing Project Loans will be reviewed annually. A Project Loan is defined as “performing” if it has been paying as agreed, in compliance with all covenants and other Project Loan terms, and repayment of interest and principal is expected in full.

Once a Project Loan has been downgraded or has other performance issues, the review frequency and level of review should be determined by the Administrative Agent in consultation with the Credit Committee.

(a) Review of Project Borrower Information

The Servicer will coordinate directly with the Administrative Agent to share information on the status of Project Borrower/Sponsor relationship and to designate the appropriate person for making requests to Project Borrowers to collect information past due over thirty (30) days. The Servicer will review the information collected for any material adverse changes to Project Borrower or project financial condition.

When there has been deterioration in the Project Borrower’s and/or Sponsor’s and/or guarantor’s financial condition, Project Borrower’s operations, or the primary source of the repayment of the Project Loan, the Servicer will do additional research as needed to understand the issues in depth, to be able to recommend an appropriate risk rating and accrual status and to prepare resolution strategies for the Project Loans.

Serious unexpected deterioration in a Project Loan will be reported to the Administrative Agent promptly, and to the Committee monthly, or more frequently if warranted.

- (b) Covenant compliance including project milestones and reserve account funding.

The Servicer will review the Project Borrower information for the Project Borrower's compliance with any Project Loan covenants required by the Project Loan approval. The covenants may include Project Borrower and/or sponsor and/or guarantor financial ratios, occupancy percentages, debt service coverage ratios, completion of project milestones within certain time frames, etc. Any out of compliance covenants will be reported in the LMRs (see below) and communicated in writing to the Project Borrower with a request for a plan to get back into compliance.

Project Loan reviews should also address the Project Borrower's performance under any required ongoing environmental contractual requirements.

- (c) Preparing LMRs

The LMR (See Exhibit A) will be the primary means of reviewing information about the Project Loan and its performance on a periodic basis. This form provides summary information on the performance of the Project Borrower, Sponsor, Guarantor (as applicable), project and Project Loan. The key issues affecting the Project Loan's risk and its repayment must be presented on this form. Relevant attachments will be attached to the LMR such as: spreads of the Project Borrower's or Guarantor's financial statements, reviews of project operations history, collateral evaluations, site visit memos, memos to the credit file, and any other relevant information.

Servicer will prepare LMRs quarterly, semi-annually or annually as applicable and present them to the next available Committee meeting.

- (d) Project Loan Risk

Project Loan risk rating review including non-accrual status Servicer will recommend an appropriate risk rating in each LMR based on the most recent available information in file plus information obtained by contacting the applicable Project Borrower directly. Justifications for any downgrades or upgrades should be thoroughly explained in the LMR. As appropriate, the

Servicer may also make recommendations for changes in accrual status and for write-offs.

(e) Quarterly Credit Review Meetings

Each quarter, the Servicer will review the list of Project Loans to be reviewed that quarter and make necessary adjustments to the list.

Quarterly, the Servicer will present a review of each Project Loan to the Credit Committee and recommend any necessary changes in risk rating classifications. The Administrative Agent will approve the recommended risk rating classifications for the reviewed Project Loans.

The Administrative Agent will prepare a written report summarizing any risk rating modifications made during the quarterly review of all Project Loans' risk rating classifications and the Project Loans formally reviewed at the Credit Committee Meeting. The report is transmitted to the Credit Committee.

The Administrative Agent may revise risk rating classifications between quarterly meetings. Interim changes to risk rating classifications will be communicated in writing to the Credit Committee.

(f) Quarterly Reports

Within forty-five (45) days after the end of each fiscal quarter, the Administrative Agent will provide a written summary of the status of Borrower's Project Loan portfolio. The summary will include, without limitation, the following information:

- i. a Portfolio Report in a form approved by Administrative Agent and Lenders holding a Majority-in Interest, which report shall (x) summarize all Project Loans then outstanding, setting forth for such Project Loans details regarding location, risk rating, maturity, amortization and interest rate and other relevant information set forth in Exhibit D, (y) provide a statement of all funds then on deposit in each Borrower Account and a calculation by Borrower of the then unfunded portion of the Class A Total Loan Amount, the Class B Total Loan Amount, and the Class C Lender Top Loss, and (z) report outstanding maturities for Project Loans and proposed renewal activities, as well as report all Project Loans repaid since the prior quarterly report;
 - a. a “Default Certificate” providing a delinquency report with respect to any Delinquent or Defaulted Loans;
 - b. a “Covenant Compliance Certificate” in the form attached as Exhibit E;
 - c. an account statement for each Borrower Account; and
 - d. notices of any changes to the Credit Manual.
- ii. Within ten (10) days after the end of calendar month, the Administrative Agent shall provide a written summary of the status of Borrower’s Project Loan portfolio, which such summary shall include, without limitation, the following information:
 - a. the unpaid principal balance and accrued but unpaid interest for each of the Project Loans;
 - b. the balance between long-term (five (5) years) and short term (one (1) to three (3) years) Project Loans held by the Borrower;
 - c. the loan-to-value ratio for each Project Loan as determined at the application Loan Settlement Date;
 - d. the mix of loan types as well as a listing of any and all Project Loans repaid during the preceding fiscal year;
 - e. the mix of asset classes represented;
 - f. the diversification by location of the underlying Project;
 - g. the diversification of the Project Loan borrowing entities and ultimate Project Loan borrowers;

- h. the reconciliation of the payments made by the Borrower on the Advances with the payments received by the Borrower on the underlying loans;
- i. the last reported gross annual revenue of each Project Borrower; and
- j. the address, for Community Reinvestment Act purposes, of each Project Borrower.

2. Site Inspections.

The Servicer will maintain a schedule of site inspections following the guidelines below:

- (a) Project Loans secured by real estate or an assignment of lease, require a site inspection of the property every two years.
- (b) Operating properties securing Project Loans with outstanding principal of \$200,000 or more require a site inspection annually.
- (c) In the event that the Servicer has information pertaining to a Project Loan that warrants concern, site visits should be scheduled more frequently.
- (d) In the event that a Project Loan is downgraded from a “pass” rating, the property should be considered for an annual visit.
- (e) Project Loans with an outstanding principal balance of less than \$50,000 do not require a site visit unless the situation warrants (i.e., the Project Loan has been downgraded, or the condition of the property or its operation is in question).

Site visits will be performed by the Servicer, and may be contracted, as needed, to third party professional property inspectors.

Site inspections should report on any indications of contamination or environmentally hazardous practices. If circumstances warrant (e.g. notification of contamination or an environmental enforcement action), environmental due diligence reports may be updated and a new Phase I Environmental Site Assessment report may be ordered.

Site visits must be documented with a site inspection report, preferably accompanied by photos (see Exhibit B).

B. Risk Rating Requirements

The Fund (through its Administrative Agent) assigns risk ratings to Project Loans when they are approved and reviews them throughout the life of the Project Loans

so the Fund may evaluate the portfolio according to the various performance characteristics of the Project Loans.

Loans are expected to be rated Pass at the time of underwriting.

- a. Risk Rating Classifications - the risk ratings for the Fund's Project Loans are as set forth in the Risk Rating Chart attached as Exhibit C.
- b. Changes to Risk Ratings - the Administrative Agent (at the direction of the Credit Committee) can make revisions and changes to risk ratings. Such changes are to be communicated in writing to the Committee and the Servicer on a periodic basis.

EXHIBIT A

FORM OF LOAN MONITORING REPORT

Loan Monitoring Report

Loan #:
Credit Associate:
Loan Officer:
Month Ending:
Revision Date:

Borrower:
Name:
Address:
Sponsor:
Guarantor:

Loan Information

Loan Ownership	% Owned	Loan Type:
Utah Small Business Growth Initiative, LLC, d/b/a Business Loans of Utah		Security:
Others (please list below)		Lien
		Position:
		LTV:
		DSCR:
Lead Lender:		

Loan Approval Date:	
Loan Closing Date:	
Conversion Date:	
Original Maturity Date:	
Current Maturity Date:	
Original Term:	
Extended Term:	
Amortization:	
Interest Rate	Original:
	Current:
Extensions	
	Number:
Total Months:	

Borrower Total	
Original Loan Amount:	
Loan Amount:	
Current Principal Balance:	
Total Fund Exposure (current commitment amount):	
Subject	
Total Exposure:	

Last Quarter End LMR:	
Last Site Visit:	
Next Site Visit:	

Credit Review

	Current	Recommended	Assigned
Risk Rating			
Review Frequency			

Purpose(s): List all appropriate purposes Brief Description of Loan Purpose	Secured		
Collateral	Property Value Valuation Date: 1st Lien: 2nd Lien: 3rd Lien:		<u>LTV Ratio</u>
Covenants and Conditions: Monitoring Requirements	What	Date / Frequency	Borrower Met Condition at Last Check
	Financial benchmarks: borrower	FYE 12/31	
	Financial benchmarks / covenants: guarantor	FYE 6/30	
	1. Current Ratio 2. Acid Test 3. Cash flow positive 4. Net Worth maintained 5. Met DSC ratio benchmarks		1. XXX 2. XXX 3. XXX 4. XXX 5. XXX
	Construction Commitment at closing	Due at Close	
	Re-zoning	Date	
	Tax credit investor identified	Date	
	Performance benchmarks (i.e. lease-up; enrollment; sales absorption)	N/A	N/A
	Other		
	Other		
Special Circumstances	Example: State Agency has 100% payment guarantee in place for full term of the financing. While there is an appropriations risk, there are no other unmet performance hurdles and the borrower is complying with the regulatory agreement. The State Agency remains committed to providing supportive housing through our borrowing entity which is the strongest in the state.		

A. Status Report

What (what has happened since last report; what is noteworthy to the reader):

Why:

Concerns:

Pending Action(s) with credit / borrowing entity/affiliates:

B. Financial Evaluation of Primary and/or Secondary Repayment Source (notes as to audited or internally prepared; changes since last period; trends; areas of concern or where more research is warranted):

- ✓ Financials
- ✓ How does it compare with underwriting pro forma?
- ✓ Borrowing Entity Financial Spreads
- ✓ Guarantor, if any

C. Recommendations (including any New Conditions):

D. Next Steps / Who is Accountable?

What	Who is Accountable	Due Date
[e.g.] Set Ticklers: Financial Statement Collection		
- Borrower & Sponsor Audited (DATE) fiscal year end statements	Servicer	
- Quarterly Operating Statements	Servicer	
- Reserve Account Statement	Servicer	

Attachments: Financial spreads for borrower, sponsor, guarantor, operator, etc.

EXHIBIT B
FORM OF SITE INSPECTION REPORT

Business Loans of Utah
Site Inspection Form

Loan Number(s): _____
Date of Last Inspection: _____
Date of Inspection: _____
Servicer or Sub-Servicer: _____

Site Visit Conducted by: _____
Loan Officer: _____

Borrower:

Client Contact:

Phone number:

Address:

Name:

Year Built or Rehabbed:

Brief Description of Property:

Physical Condition of Property

S = Satisfactory NI = Needs Improvement

Property Areas	S	NI	Comments and Notes
Grounds			
Parking Lot			
Building Exteriors			
Public Areas			
Office			
Laundry			
Hallways and Elevators			
Work/Storage Areas			
Other			

Have any improvements relating to appearance been completed in the last year?

Have any conditions been cited by regulatory inspection (include date of referenced inspection)?

Are there any capital replacement/improvements that need to be addressed in the upcoming 12 months?

Are there any replacement reserve requirements contained in the Loan Agreement? Partnership Agreement? Are the reserves at the proper level?

Meeting with on-site management?

Other issues/concerns?

Schedule Next Site Visit: _____

EXHIBIT C
FORM OF RISK RATING CHART

	RISK RATING SYSTEM	
Risk Rating Classification	Description	Review Frequency
1 – Pass/Strong	<p><u>Upon Initial Approval:</u> The loan adheres to all key underwriting standards without exception, and the loan and/or borrower demonstrate strength in one or more area (e.g., low LTV, high debt service coverage ratio, notable borrower or guarantor financial strength, etc.)</p> <p><u>Following Initial Approval:</u> Borrower and loan are both performing fully to projections, or better, with no sign of deterioration in any of the major performance criteria (borrower financial condition, project financial condition, collateral, organization, development timeline). The borrower complies with all loan requirements, including payments, financial or other covenants, and reporting requirements. Actual LTV is within underwriting standards.</p>	Annual
2 - Pass/Acceptable	<p><u>Upon Initial Approval:</u> The loan requires an exception to one or more key underwriting parameters, or the borrower has moderate or lesser financial or organizational capacity; alternatively, the loan adheres to all key underwriting standards but at the limit of each measure.</p> <p><u>Following Initial Approval:</u> Borrower and loan are both performing to projections, with no sign of deterioration in any of the major performance criteria (borrower financial condition, project financial condition, collateral, organization, development timeline). Alternatively, there may be some modest decline in the performance criteria of a previously rated Pass-1 loan. The borrower is current on all loan payments and in compliance with all loan covenants. Minor reporting infractions may exist; however, continued infractions indicative of underlying financial and/or management weakness would warrant a downgrade.</p> <p>A loan experiencing a short-term delay (i.e., less than</p>	Annual

	three months) of the take-out event, with no decrease in the likelihood of the take-out, may still be considered Pass/Acceptable. Multiple or longer term extensions, and/or extensions or modifications requiring a full re-underwriting of the loan, would generally require a downgrade to Below Expectation absent mitigating factors. An acceptable mitigating factor for a loan to return to Pass/Acceptable following a downgrade would be the borrower's demonstrated ability to perform to the re-underwritten timeline and/or other performance criteria.	
Risk Rating Classification	Description	Review Frequency
3 – Below Expectation	There may be some sign of deterioration in one or more major performance criteria, but the overall quality of the loan is still acceptable because there is strong expectation of full repayment. The timing of repayment may be delayed requiring extension of the loan beyond several months. Any deterioration is still within acceptable norms of performance. For example, borrower net operating income or project performance may be lower or slower than expected at underwriting, but values are still considered sufficient to service and repay the debt. A Below Expectation loan has potential weaknesses meriting management's close attention. The loan is currently protected but is exhibiting deteriorating trends which, if not corrected, could jeopardize repayment of the loan and result in a Substandard rating. Alternatively, the loan may have an intractable weakness, such as chronic operating shortfalls, but is backed by a strong guarantor or strong real estate collateral so full repayment of the loan is not threatened.	Semi-Annual; or more frequently as determined by the Credit Committee.
4 – Substandard	Borrower and/or loan performance are substantially below expectations, and merit remedial actions. Deterioration in one or more major performance criteria requires more intense scrutiny and intervention with borrower. Deterioration may include one or more of: overall borrower financial condition; project-related performance factors; covenant breach; collateral value or marketability; concerns about borrower management or development team; negative change in external factors such as public agency support, takeout, or	Monthly or Quarterly progress tracking, as determined by the Credit Committee.

	market; and/or loan performance or availability of financial data. Loan may require restructure to return to acceptable risk status. The loan is inadequately protected given deterioration in collateral value and/or financial condition of borrower. There are well-defined weaknesses that could jeopardize repayment of the debt if not mitigated, but no loss is currently anticipated.	
--	---	--

Risk Rating Classification	Description	Review Frequency
5 – Doubtful	Borrower/loan shows significant deterioration, requiring restructure, and concerted intervention. Negative trends cannot be easily reversed, and repayment on the original terms is extremely doubtful. Any combination of borrower financial condition, project financial condition, collateral value, borrower management team, or loan history indicates that principal and/or interest repayment is at risk. Weaknesses can be well defined, but losses are difficult to precisely quantify. Foreclosure proceedings against real property security may become advisable. Restructure may provide borrower an opportunity to return to improved trends. Loans in this category are at risk of principal loss without material improvement in the performance of the borrower and/or the loan.	Monthly or Quarterly progress tracking, as determined by the Credit Committee.
6 – Loss	The Fund expects to write off some amount of loan principal. Amount written off may be less than the outstanding principal, in which case the loan may be restructured to isolate repayable principal in one note; the amount the Fund expects to write off is classified 6. The Administrative Agent notifies all Fund participants of potential write off amount as it is identified. Loans classified 6 should be written off, regardless of potential for recovery, within a short timeframe.	Monthly or Quarterly progress tracking, as determined by the Credit Committee.

EXHIBIT G
FORM OF APPROVAL PACKAGE

G-1 Borrower Loan Application
G-2 Underwriting Package Documents
G-3 Approval Package Contents

(attached)

EXHIBIT G-1

BORROWER LOAN APPLICATION

Date: ____ / ____ / ____

I. Business Information

Business Name: _____

Business Address: _____

City: _____ County: _____ Zip: _____

Business Phone #: _____ Business Fax #: _____

Email: _____

Website: _____

Origination date of business ____ / ____ (month/year)

Name of bank _____ Branch _____

Legal Structure (*check one*): ☐ Sole Proprietorship ☐ LLC ☐ Corporation ☐ Partnership ☐ Other

Federal Tax ID# (EIN): _____

Business owner is: ☐ Woman ☐ Disabled ☐ Disabled Veteran ☐ Minority ☐ None of these

Industry (Include NAICS Code if known): _____

Current employees (excluding ~~owners~~ owners) _____ Employees to be hired in the next 12 months _____

Investment in business to date: \$ _____

II. Ownership Information

Complete this section for each person with any ownership in the business (even 1% or less). Use additional sheets as necessary. Any owner of 20% or more is required to sign a personal guarantee.

Owner Name:	_____	Social Security #:	____/____/____
Home Street Address:	_____	City:	_____
County:	_____	Zip:	_____
		Own:	_____
		Rent:	_____
Home Phone #:	_____	Work Phone #:	_____
Mobile Phone #:	_____	E-Mail Address:	_____
Number of people in household:	_____	Total gross annual household Income: \$	_____
Position:	_____	Percentage of ownership:	_____

Owner Name:	_____	Social Security #:	____/____/____
Home Street Address:	_____	City:	_____
County:	_____	Zip:	_____
		Own:	_____
		Rent:	_____
Home Phone #:	_____	Work Phone #:	_____
Mobile Phone #:	_____	E-Mail Address:	_____
Number of people in household:	_____	Total gross annual household Income: \$	_____
Position:	_____	Percentage of ownership:	_____

Owner Name:	_____	Social Security #:	____/____/____
Home Street Address:	_____	City:	_____
County:	_____	Zip:	_____
		Own:	_____
		Rent:	_____
Home Phone #:	_____	Work Phone #:	_____
Mobile Phone #:	_____	E-Mail Address:	_____
Number of people in household:	_____	Total gross annual household Income: \$	_____
Position:	_____	Percentage of ownership:	_____

Owner Name:	_____	Social Security #:	____/____/____
Home Street Address:	_____	City:	_____
County:	_____	Zip:	_____
		Own:	_____
		Rent:	_____
Home Phone #:	_____	Work Phone #:	_____
Mobile Phone #:	_____	E-Mail Address:	_____
Number of people in household:	_____	Total gross annual household Income: \$	_____
Position:	_____	Percentage of ownership:	_____

III. Loan Request

Amount Requested: \$_____

Use of Loan Funds

Use	Amount	Description
Real estate purchase		
Building rent/renovation		
Equipment purchase, repair or update		
Inventory		
Supplies		
Marketing/Advertising		
Debt payoff or consolidation		
Working Capital		
Miscellaneous		
Other		
Total		

Collateral

Please list assets owned by the business. Include inventory, equipment, furniture/fixtures, accounts receivable, and all other assets. Include personal and business real estate.

Item Description	Cost/Value	Vin # or Property Address (if applicable)	Amount Owed

IV. Applicant Questionnaire – (To be filled out separately by each owner of 20% or more)

Applicant Name:	Yes	No	N/A
1. Are you active in the day-to-day operation of the business?			
2. Do you have outside or other employment? Name of employer.			
3. If yes, will you remain employed outside your business?			
4. Have you or do you own any other business?			
5. Do you have formal training or direct experience in this industry?			
6. Are you current on all personal taxes?			
7. Have you ever filed bankruptcy? If yes in what year? _____ If yes, has the bankruptcy been discharged? Discharge Date: _____			
8. Have your bank accounts had checks returned NSF in the last 3 months?			
9. Do you owe any outstanding child support?			
10. Do you own real estate (excluding personal residence)? If yes, please provide the address: _____			
11. Are you a veteran of the United States military? If yes, please state which branch.			
12. Will your credit report show that you have been current with creditors for the past 2 years? Please explain any credit issues below or on a separate sheet.			
13. Are you a U.S. citizen or otherwise authorized to work in the U.S. (e.g., visa or “green card” holder)? Include proof of citizenship (See Checklist for approved proof of citizenship) or a copy of green card or visa with this application.			
14. Are you or a principal of the business incarcerated, on parole or probation, or a defendant in a criminal proceeding? If yes please explain on the lines below.			
15. Are you involved in any pending civil lawsuits? If yes, explain your involvement and the status of the lawsuit on the lines below.			

Additional Information:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

V. Work Experience - (To be filled out separately by each owner of 20% or more)

List chronologically beginning with the most current employment to the last 5 years or substitute a recent resume if prepared.

Company Name _____ City/State _____

From _____ to _____ Title _____

Job Duties _____

Reason for Leaving _____

Company Name _____ City/State _____

From _____ to _____ Title _____

Job Duties _____

Reason for Leaving _____

Company Name _____ City/State _____

From _____ to _____ Title _____

Job Duties _____

Reason for Leaving _____

Company Name _____ City/State _____

From _____ to _____ Title _____

Job Duties _____

Reason for Leaving _____

Education – College or Technical Training

Institution Name and Location	Dates Attended From/To	Degree/Certification Obtained
-------------------------------	------------------------	-------------------------------

1) _____	_____	_____
----------	-------	-------

2) _____	_____	_____
----------	-------	-------

3) _____	_____	_____
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VI. Personal Financial Statement - (To be filled out separately by each owner of 20% or more)

Information Current as of: ____/____/____

Name: _____

Social Security #: ____/____/____

Spouse (if an owner) _____

Social Security #: ____/____/____

Personal Cash Flow

Monthly Household Income (after-taxes from all sources) Only list income that will remain in place going forward.	
Source (employer name or other source):	
Source (employer name or other source):	
Total Monthly Household Income	
Monthly Household Expenses	
Rent/Mortgage:	
Utilities:	
Insurance (home and auto):	
Auto Loan Payments:	
Credit Card Payments:	
Student Loan Payments:	
Other Bank Loan Payments:	
Food/Groceries:	
Other (please specify):	
Total Monthly Household Expenses	
Net Monthly Personal Cash Flow (Income minus Expenses)	

Personal Balance Sheet

Assets Please estimate the value of what you own.	
Cash in Banks (please provide bank name(s)):	
Real Estate (primary residence):	
Automobiles (Year Make & Model):	
Retirement Accounts:	
Other Assets (please specify):	
Total Assets	
Liabilities Please estimate your total debt.	
Total Mortgage Balance:	
Total Auto Loan Balance:	
Total Credit Card Balance:	
Total Student Loan Balance:	
Other Liabilities (please specify):	
Other Liabilities (please specify):	
Total Liabilities	
Net Worth (Assets minus Liabilities)	

Each owner of 20% or more must read and initial the following statements:

_____ The undersigned authorize(s) Business Loans of Utah ("BLU"), to gather, obtain and review all consumer and business information (including, but not limited to, regular and investigative reports, credit reports, financial statements, and other documents submitted by Applicant(s) in connection with this application). The undersigned further request(s) and authorize(s) all creditors and all consumer and business reporting agencies to furnish such information to BLU.

_____ The undersigned acknowledge(s) that this completed and signed application is only an application for credit. This application, even if favorably received, does not constitute a commitment on the part of BLU to extend credit.

_____ The undersigned represent(s) and warrant(s) that the undersigned has (have) no knowledge of any fact that does, or with the passage of time could, materially adversely affect the credit worthiness of the undersigned for purposes of either obtaining or repaying this loan.

_____ The undersigned agree(s) to notify BLU immediately in writing if any of the information contained in this application becomes inaccurate or misleading in any respect.

_____ The undersigned agrees to hold harmless BLU and its associated parties (including, but not limited to, the loan committee and business advisors) against claims, and waive any claims now existing or arising in the future, for rights, damages, losses, liability, costs or expenses against BLU or such other associated parties.

_____ The undersigned understands that the application fee paid by Applicant(s) to BLU is nonrefundable.

_____ The undersigned understands that if a loan is received from BLU as a result of this application, the undersigned will be required to cooperate in good faith with BLU staff and business advisors including but not limited to providing updated financial reports and other information relative to the business operation.

_____ The undersigned represent(s) and warrant(s) that the information submitted all-inclusive in this application is true, correct and complete to the best of your (their) knowledge.

Applicant(s):

Signature

Date

Signature

Date

Signature

Date

Co-maker/Guarantor:

Signature

Date

Signature

Date

Signature

Date

EXHIBIT G-2

UNDERWRITING PACKAGE DOCUMENTS

Lender	Utah Small Business Growth Initiative, LLC d/b/a Business Loans of Utah 6880 South 700 West, 2 nd floor Midvale, UT 84047	Contact Name: Mike Plaizier Contact Phone Number: (801) 316-9112 Contact Email Address: mike@utcns.com
Borrower	Contact Name: Contact Phone Number: Contact Email Address:	
Project	Requested Loan Amount: \$ Requested Loan Type: Requested Loan Purpose:	
A. General Information		
	1. Application Fee received.	
	2. Class B Lender consent to process Application.	
	3. Mission; history; program; and portfolio of properties, units, and clients served / completed.	
	4. Business or Strategic plan.	
	5. Key Personnel and Board bios.	
	6. Year-to-date Financial Statements (i.e., Profit & Loss, Cash Flow, Balance Sheet).	
	7. 3 years of Financial Statements.	
	8. 3 years of Business and Personal Tax Returns.	
	9. Articles of Incorporation or equivalent formation documents.	
	10. By-laws or equivalent (e.g., LLC Operating Agreement, Partnership Agreement).	
	11. Certificate of Good Standing (no more than 30 days old).	
	12. Schedule of Real Estate Owned.	
	13. Schedule of Contingent Liabilities.	
	14. Proof of Liability Insurance.	
	15. State and Federal Tax-Exempt Determination, if applicable.	
	16. 2-year Cash Flow Projection.	
	17. Last 3 months of business checking statements.	
	18. Operating Budget or Operating Projections, if applicable.	
	19. Pro Forma Revenue Projections.	
	20. Appraisal and written review of the Appraisal.	
	21. Copies of any leases regarding real estate, equipment, vehicles, etc.	
	22. Titles/deeds (or other proof of ownership) for any equipment, real estate, inventory, receivables, commercial instruments, and other property pledged as collateral.	

	23. All other Third-Party Reports and written review of the reports, if applicable.
	24. Preliminary Title Report.
	25. Evidence of Site Control and/or Purchase and Sale Agreement, as applicable.
	26. Proof of Zoning/Entitlement status.
	27. Substantiation for any purchase over \$5000.00 using loan funds.
	28. Proof of U.S. Citizenship or Permanent Resident ID Card.
	29. Any additional documentation reasonably required by the Administrative Agent.

EXHIBIT G-3

APPROVAL PACKAGE CONTENTS

- 1) Credit Memorandum prepared by Lender
- 2) Product Underwriting Checklist (PUC)
- 3) Loan Purpose
- 4) Collateral Description
- 5) Financial Spreads
- 6) Pro Forma Projections
- 7) Guarantors Financial Spread and/or Analysis
- 8) Tracked Covenants
- 9) Other Items

EXHIBIT H

UNDERWRITING GUIDELINES FOR PROJECT LOANS
INCLUDING REQUIREMENTS OF THE LENDERS

(attached)

EXHIBIT H-1

UNDERWRITING GUIDELINES

Loan Types:	Term loans, accounts receivable loans, draw down lines of credit and revolving lines of credit.
Loan Amortization:	Loan amortization may be adjusted to meet the cash flow projection with a balloon at year 5.
Loan Amount:	Up to 25% of the community allocated amount and not to exceed 10% of the Fund. Minimum Loan amount is \$50,000.00.
Location:	Business must be located within the legal boundaries of the designated community.
Eligible Borrowers:	For profit and non-profit entities. Actively engaged in business and producing revenue for at least 2 years. Ability to demonstrate growth to date though not necessarily profitable.
Eligible Use of Funds:	Equipment and/or inventory purchase, business asset purchase, working capital, accounts receivable loans, real estate purchase, marketing/advertising, leasehold improvements and debt consolidation.
Restricted Industries:	See attachment A-1 for specific restrictions.
Recourse:	Full recourse on all pledged assets and enforcement of guarantees.
Interest Rate:	Rate will be a minimum of the maximum SBA rate up to a maximum of 18% and generally fixed for the life of the loan.
Repayments:	Monthly payments due the 5 th of the month 30 days after closing. Payments will be interest only or principal and interest according to the terms of the loan. Interest is calculated on the unpaid principal balance.
Pre-payment:	There are no prepayment penalties.
Fees:	The borrower will pay a non-refundable application fee of \$100 to be submitted with application package. The loan origination fee will be 2% of the loan amount.
Covenants:	Standard Commercial Loan Covenants apply. These include maintaining required level of hazard and/or key man insurance; schedule for providing financial statements and tax returns; keep federal, state and local taxes current; shareholder loans must be subordinated to lender; maintain liquidity or performance ratios, etc.
Collateral:	UCC Filing on all business assets, lien position on personal and business real estate, titled vehicles, publicly traded stocks and bonds.
Security:	Personal guarantee of any owner of 20% or more and/or a qualified co-signer. Guarantee of parent or subsidiary companies if applicable.
Term:	Maximum 5-year term.

Third Party Reports:	Credit report on all owners of 20% or more; business credit report if registered with Dunn & Bradstreet and/or Expedia; online search for example, Google, Facebook and Twitter.
Business Feasibility:	Demonstrated growth and ability to increase revenue.
Market Analysis:	Able to clearly define the target market and able to define a market strategy that is aggressive and financially reasonable.
Competitive Analysis:	Analysis by the loan officer will include an analysis of direct and indirect competitors, their location relative to the applicant business, their estimated market share and their strengths and weaknesses.
Management Strength:	Analysis by the loan officer of the strengths and weaknesses of the management team including owners, managers, employees, contract employees, Board of Directors and Advisory Board. The business demonstrates experience in sales, operations and finance.
Reporting Requirements:	Borrower agrees to provide annual business tax returns; quarterly and annual financial statements if requested, notice of any change in ownership, change in legal entity, change of address or any other change that affects the material operation of the business. Annual reporting of jobs created and jobs retained.
Documentation:	See Exhibit G-1.
Ratio Analysis:	<p>Calculations using the most common ratios to evaluate the financial stability of the business including: sufficiency of projected income to service the debt; the estimated value of the collateral under fair market value or forced liquidation value; and the value of the personal guarantees.</p> <p><i>Business Debt Service Coverage (DSCR)</i> = Net Operating income / Total Debt Service. This measures the ability of the company to meet its monthly loan payments. <u>Minimum ratio is 1:1.</u></p> <p><i>Global DSCR</i> = Net Operating Income + Owners Income/ Total Debt service + Owners Debt Service. This considers owner's personal debt and ability if any to contribute cash to the business. <u>Minimum ration is 1:1.</u></p> <p><i>Loan to Value</i> = Loan amount / Value of all assets being pledged as collateral. This ratio indicates whether collateral is worth materially more or less than the amount of the loan. Typically, the higher the LTV the higher the risk. <u>Minimum will be established based on the industry as reported by RMA Associates.</u></p> <p><i>Debt to Worth</i> = Total Debt/Net Worth. This is the percent of debt as compared to the net worth of the company. <u>Minimum</u></p>

	<u>ratio is 4:1.</u>
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EXHIBIT H-2

INELIGIBLE BUSINESSES

A business must be engaged in an activity the Fund determines as acceptable for financial assistance. Types of businesses not eligible for assistance, include, but are not limited to:

- Financial businesses primarily engaged in the business of lending, such as banks, finance companies, payday lenders, check cashing, some leasing companies and factors (pawn shops, although engaged in lending, may qualify in some circumstances).
- Businesses owned by developers and landlords that do not actively use or occupy the assets acquired or improved with the loan proceeds.
- Life insurance companies.
- Businesses located in a foreign country (businesses in the U.S. owned by aliens may qualify).
- Businesses engaged in pyramid sale distribution plans (e.g., multi-level marketing), where a participant's primary incentive is based on the sales made by an ever-increasing number of participants.
- Businesses engaged in gambling activities.
- Businesses engaged in any illegal activity.
- Private clubs and businesses that limit the number of memberships for reasons other than capacity.
- Government-owned entities.

- Businesses principally engaged in teaching, instructing, counseling or indoctrinating religion or religious beliefs, whether in a religious or secular setting.
- Businesses that present live performances of a sexual nature, or directly or indirectly derive revenue through the sale of products or services, or the presentation of any depictions or displays, of a sexual nature.
- Businesses primarily engaged in political or lobbying activities.
- Businesses engaged or associated with the growth, use, or sale of marijuana.
- Speculative businesses (e.g., oil exploration, real estate flipping).
- New restaurants unless the loan is for a new location for an existing and successful restaurant (requires pre-underwriting approval from the community).

Note:

- Legal aliens are eligible; however, consideration is given to status (e.g., resident, lawful temporary resident) in determining the business' degree of risk.
- Applications will not be accepted from firms in which a principal is currently incarcerated, on parole, on probation or is a defendant in a criminal proceeding.

EXHIBIT I

CONFLICT OF INTEREST POLICY

TO BE ADOPTED BY MEMBERS AND CREDIT COMMITTEE

PURPOSE

Pursuant to its general obligation to act with integrity and fairness, the Utah Small Business Growth Initiative, LLC d/b/a Business Loans of Utah ("BLU") implemented policies to identify and deal with conflicts that may arise from time to time as a result of corporate relationships between Credit Committee¹ members and Lenders.

ADMINISTRATION AND MONITORING

This Policy will be adopted by the Member (defined below) and the Credit Committee. It will be periodically reviewed and updated by the Member and Credit Committee. Interpretation and administration of this Policy is the responsibility of the Member.

DEFINITIONS

The following definitions will be used to interpret and apply this Policy:

1. A "Conflict of Interest" exists when a Lender has a Financial Interest (as defined herein) related to an outcome of a determination to be made by the Credit Committee.
2. The "Member" of the Fund is Utah Small Business Growth Initiative, LLC, a Utah limited liability company d/b/a Business Loans of Utah.
3. The Fund will have a "Credit Committee" including three (3) representatives appointed by the Class A Lender, one (1) representative from the Class B Lender for whose geographic location the Project Loan is disbursed, and one (1) representative from the Administrative Agent ("BLU").
4. "Lenders" include: Class A Lenders, Class B Lenders, and the Class C Lender as defined in the Credit Agreement.
5. "Financial Interest" means a direct or indirect financial interest in any activity, transaction, property, or relationship that involves receiving or providing something of monetary value, and includes, but is not limited to, any right, contractual or otherwise, to the payment of money, whether contingent or fixed.

¹ Terms with initial capital letters not otherwise defined herein shall have the meanings set forth in the Credit Agreement among the Fund and various lenders dated December __, 2017 (the "Credit Agreement").

FAIR ADMINISTRATION

The Member and members of the Credit Committee have the responsibilities in connection with the mission and activities of the Fund, as set forth in the Transaction Documents, to act fairly, impartially and without discrimination in favor of, or against, any Lender.

CONFIDENTIAL INFORMATION

Credit Committee members will not disclose or use confidential information received by reason of their position with the Fund to obtain a Financial Interest or business advantage for himself or herself, for any other person or entity or for any corporate interest in which he or she is affiliated.

PROHIBITED ACTIVITIES

No Credit Committee member involved with the underwriting or review of Project Loans on behalf of a Lender, will participate in or attempt to influence decisions by the Fund regarding the evaluation, approval, funding or monitoring of any Project Loan when the Lender is evaluating, contemplating or underwriting a separate loan to the Project Borrower.

PROCEDURE FOR DISCLOSURE AND RESOLVING CONFLICTS

Lenders will fully disclose to the Member each instance of actual or potential Conflict of Interest with the Fund. Where a Lender has disclosed an actual or potential Conflict of Interest or a Prohibited Activity, information related thereto will be disclosed in a written report submitted in a timely manner to the Member. The report will fully disclose the Lender's interest in the matter and any additional information that the Member reasonably requests.

The Member will determine if the Conflict of Interest or Prohibited Activity can be resolved. The Member may consult with Fund Counsel to assist in making such determination. The Member will take such steps as it deems appropriate under the circumstances. The Member will disclose to the Credit Committee any actual or possible Conflict of Interest on the part of any Lender which has been disclosed to the Member before the Credit Committee votes on the matter related thereto. The Credit Committee will, by a majority vote of the disinterested Credit Committee members, determine whether the Lender will be required to abstain from voting on any such matter for which a Conflict of Interest exists.

EXHIBIT J

PROJECT UNDERWRITING CHECKLISTS

(attached)

Project Loan Underwriting Compliance Checklist

Applicant Name:

Loan #:

Loan Type:

Loan Amount: \$

CONFORMANCE WITH UNDERWRITING REQUIREMENTS	YES	NO
Policies		
1) Loan commitment amount is no more than 25% of the community allocated amount and no greater than 10% of total Fund capital.		
2) Borrower is not eligible for traditional financing (i.e., not “bankable”).		
3) Loan funds are disbursed for an eligible use (See Exhibit H).		
4) Business is located within legal boundaries of the designated community.		
Financial Product Requirements		
5) Loan amount is no less than \$50,000.00.		
6) Interest Rate is a minimum of the maximum SBA rate up to a maximum of 18% and fixed for the life of the loan.		
7) Loan term is 5 years or less.		
8) There are no prepayment penalties.		
Borrower General Information		
9) Business or Strategic Plan.		
10) Key Personnel Bios/Resumes.		
11) Organizing Documents (e.g., Articles of Incorporation).		
12) By-laws or equivalent (e.g., LLC Operating Agreement).		
13) Certificate of Good Standing (no more than 30 days old).		
14) Proof of Business Liability Insurance.		
Borrower/Guarantor Financials		
15) Year-to-date Financials (i.e., Profit & Loss, Cash Flow, Balance Sheet)		
16) Business Financials for last 3 years.		
17) Business Tax Returns for last 3 years.		
18) Personal Tax Returns for last 3 years from all owners of 20% or more.		
19) Credit Report(s) on all owners of 20% or more.		
20) Business Credit Report(s) if registered with Dunn & Bradstreet and/or Expedia.		
21) Explanation of any credit issues.		
22) 2-year Cash Flow Projection.		
23) Debt Service Coverage Ratio (DSCR) is at a minimum ratio of 1:1.		
24) Loan to Value (LTV) is at a minimum based on the industry as reported by RMA Associates.		
25) Debt to Worth (DTW) is at a minimum ratio of 4:1.		
26) Schedule of Real Estate Owned.		
27) Schedule of Contingent Liabilities.		
28) Statements for last 3 months for accounts (e.g., checking, money market, savings) of Business.		

29) Statements for last 3 months for accounts (e.g., checking, money market, savings) of owners of 20% or more.		
Borrower Standards		
30) Actively engaged in business and producing revenue for at least 2 years.		
31) Demonstrable growth to date though not necessarily profitable.		
32) Proof of US Citizenship or Permanent Resident ID Card.		
33) No Principal in the Business is currently incarcerated, on parole, on probation, or a defendant in a criminal proceeding.		
Security & Collateral		
34) Personal Guarantee of any owner of 20% or more and/or of a qualified co-signer.		
35) Guarantee of parent or subsidiary companies (if applicable).		
36) Titles/deeds on any equipment, machinery, vehicles or real estate pledged as collateral.		
37) Inventory Schedule if pledged as collateral.		
38) Statements for any accounts receivable pledged as collateral.		
39) Other documentation substantiating the existence, location, value, and ownership of collateral (including any other necessary information).		
40) Copies of all lease and agreements pertaining to building, equipment, etc.		
41) Proof of UCC Filing on all business assets and lien position on personal and business real estate, vehicles, publicly traded stocks and bonds, etc.		
Documentation		
42) Loan Application Complete and Signed.		
43) Application Fee.		
44) Bids, brochures, invoices or internet printouts for uses of loans over \$5,000		
45) Asset Purchase Agreement		
46) Real Estate Purchase Agreement		
47) Other		

EXHIBIT K

APPRAISAL REQUIREMENTS

Appraisals determine the value of collateral for Utah Small Business Growth Initiative, LLC d/b/a Business Loans of Utah's ("BLU") underwriting purposes. Lenders are to critically review appraisals and may express their opinion of value, but the value reported to approval authorities is always the value shown in the reviewed and accepted appraisal. If a Lender concludes in an appraisal review that the appraisal is so flawed as to provide an unreliable indication of value, the Administrative Agent should review the appraisal and determine whether to accept it.

a. Appraisal Requirements

- i. Appraisals are required to support all loans secured by real estate.
- ii. New appraisals are required for extensions and modifications of existing credit facilities unless:
 - There has been no obvious and material change in market conditions or physical aspects of the property that threatens the adequacy of the institution's real estate collateral protection after the transaction even if additional funds are advanced, or
 - There is no advancement of additional funds other than funds necessary to cover reasonable closing costs.

b. Appraiser Qualifications

- i. The Lender must ensure that the appraiser selected is qualified to appraise the project being valued.
- ii. To be considered qualified, the appraiser must have at least four years of relevant appraisal experience and currently be active in appraisal work, and be experienced in the geographic area where the property is located. The appraiser must be certified and licensed in the state where the property is located. If the appraiser is not known to the Administrative Agent, the Lender must seek references from lenders that have commissioned comparable appraisals.
- iii. The appraiser must not be affiliated with the borrower, or a buyer or seller of the property, and the appraiser must have no direct or indirect interest, financial or otherwise, in the property or transaction.

c. Ordering an Appraisal:

- i. Appraisals are to be engaged directly by the Administrative Agent. The Administrative Agent may accept an appraisal prepared by an appraiser engaged by another financial services organization if the Administrative Agent determines that the appraisal conforms to its requirements. If the loan is for \$500,000 or more, and the appraisal has been ordered by or addressed to another party, the Lender must request that the appraisal be addressed to the Lender.
- ii. The Lender must receive a reliance letter from the appraiser for BLU's use of the appraisal.
- iii. The Lender must give the appraiser written instructions when ordering the appraisal that include specific issues to consider regarding the nature of the property being appraised and the appraisal assignment.

d. Appraisal Standards:

- i. All appraisals must adhere to the current Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP).
- ii. The appraisal must have the stated purpose of estimating the value of the unencumbered, fee simple interest in the security offered for the proposed loan. The appraisal must clearly identify the "highest and best" use of the property. The impact of the borrower's use of the property for anything other than its "highest and best" use must be evaluated. Any special conditions, covenants or deed restrictions that affect the value and would remain after a foreclosure must be clearly identified and assessed.
- iii. The appraisal must contain an "as is" valuation of the property.
- iv. Appraisals of properties securing loans in excess of \$250,000 must be either a Self-Contained Appraisal Report or a Summary Appraisal Report (as defined by USPAP Standard 2.2).
- v. Property values must be evaluated based on the cost, sales comparison and income approaches to value, or the appraisal must provide an adequate explanation for not using one of the approaches. The appraisal must indicate which value approach was given the most weight (and why), and the reconciled value must be clearly justified.
- vi. In the income approach to valuation, the appraiser must use a market capitalization rate that does not incorporate adjustments for special financing, subsidies, tax credit benefits, or tax exempt financing.
- vii. For the renovation or new construction of a property, the appraisal must contain both an "as is" and an "as completed" valuation. When

determining the “as completed” valuation, the appraiser will consider the scope of the renovation or new construction; the schedule for completing the scope of work; the historic, current and forecasted absorption and turnover rates for the property and the property’s market area; and any other pertinent factors affecting the property’s ability to attain the “as completed” rents or sales prices and final value. The appraisal will analyze and report appropriate deductions and discounts for proposed construction, renovation, or partially leased buildings.

e. Appraisal Review

- i. Appraisal reviews for loans will be reviewed by Lenders using the Appraisal Review Form attached hereto. These reviews will be reviewed and approved by the Administrative Agent prior to loan closing.
- ii. USBGI strongly prefers reviewing appraisals during the loan approval process. If the appraisal is unavailable at the time of the loan approval, the appraisal must be reviewed and accepted by the Administrative Agent before closing the loan.
- iii. A review of an appraisal must include a review of the methodology and assumptions used by the appraiser in reviewing various income streams, comparable properties, and value conclusions. The appraisal review must be documented using the Appraisal Review form included as an Attachment.
- iv. Lenders must review the comparable properties used for the income and market approaches to ensure that they are consistent with the property type, restricted uses and market condition.

f. Date of Valuation

- i. The date of the original valuation will be no more than 6 months prior to the date of the loan closing. An update is required for an appraisal dated more than 6 months prior to the loan closing; if there have been changes in market conditions.
- ii. Lenders will use their judgment as to whether market conditions warrant an update. If an update is warranted, it must be issued by the original appraiser and include an updated value and valuation date. The update must state that the appraiser has re-inspected the property, comparable properties and the market area. If the property value has changed since the original valuation, the appraiser must adequately describe and document the revised value.
- iii. A new Self-Contained or Summary Report appraisal of the property may be required (rather than an update) for appraisals dated more than 12

months prior to the loan closing. Lenders must determine whether market conditions warrant a new appraisal.

- iv. The Lender or Administrative Agent may require an updated or new appraisal when there is reason to believe the property's value has declined since the date of the last appraisal or update.

LOAN NO. (list all)	APPRAISAL REVIEW FORM	DATE:
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LENDER:

UNDERWRITER:

BORROWER:

PROJECT:

PROPERTY ADDRESS:

APPRAISER:

Comment here on whether the appraiser meets BLU's appraiser requirements, and if not, why Lender is comfortable with this exception.

Appraisal Report Date		
Valuation Date		
Type of Valuation		
Appraised Value: Cost Approach Sales Comparison Approach Income Approach Reconciliation		

General Comments: *Cost and sales comp methods were used income method not used since the property will be owner occupied.*

COST APPROACH:

Land: _____ Building: _____ Total: _____

Comments:

SALES COMPARISON APPROACH:**COMPARABLE PROPERTIES**

Address:	Distance from Subject	Date of Sale	Gross Value per S.F.	Adjusted Value/S.F.	Indicated Value of Comp.
Subject Property	N/A				

Comments:**INCOME APPROACH:**

	Appraiser	Loan Officer
Scheduled Gross Income		
Vacancy %		
Effective Gross Income		
Operating Expenses w/o RE Taxes		
Real Estate Taxes		
Replacement Reserves		
Net Operating Income		
Capitalization Rate		
Indicated Value		

Comments: (Include explanation of how the cap rate was derived.)**Lender's Conclusion of Value:****\$**_____

EXHIBIT L

ENVIRONMENTAL REQUIREMENTS

A. Environmental Assessment Reports

The Fund may require an environmental assessment of properties that serve as collateral for loans. The assessment must be performed by, or supervised by, a qualified “environmental professional” as defined by 40 CFR 312.10(b). The level of assessment varies depending on the size of the loan, the age and condition of the property, and the existing and prior uses of the property.

- (i) An Environmental Transaction Screen prepared in accordance with industry standards using the most recent ASTM Standard Practice E1528, *Standard Practice for Environmental Site Assessments: Transaction Screen Process* (currently E1528-06) may be used in situations where all of the following conditions are met:
 - The loan amount is less than \$500,000;
 - The Administrative Agent’s physical inspection of the site and review of any other due diligence documents (inspection report, title report identifying past owners of the site, appraisal, etc.) does not reveal or indicate the presence of any environmental hazards; and
 - The property securing the loan is not currently being used for, nor has it ever been used for or located adjacent to a property that has been used for, any industrial use or commercial use that may have been affected by or generated recognized environmental conditions, historical REC, or other environmental conditions.
 - The Fund’s interest in the property is only that of a secured lender, i.e. the proposed transaction is not a foreclosure or other acquisition of real estate (this level of environmental due diligence does not qualify for the landowners’ liability protections from CERCLA liability).
- (ii) When the conditions for a Transaction Screen are not met, the Fund requires a Phase I Environmental Site Assessment prepared in accordance with industry standards using the most recent ASTM Standard Practice E1527, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, (currently E1527-05). A Phase I is also performed when the Fund is planning to foreclose on a property, regardless of the size of the loan.
- (iii) In addition to meeting the ASTM standards for transaction screens or environmental site assessments, report contractors should disclose if any of the following potential hazards were observed or otherwise determined to be present on the property:

ACMs including whether they are friable or damaged with the potential for presenting a health risk;

Lead Based Paint including the condition of surfaces so painted and whether children are present on site;

Mold and mildew, as observed or as reported by persons familiar with the property

- Other required additions to the ASTM standards scope of work include: Residential properties built prior to 1981 must be screened for the potential of ACM, including the identification of all suspect materials in accessible areas (interior and exterior) and the collection and analysis of three bulk samples from each homogeneous area of friable and damaged non-friable suspect ACM. The remaining materials are considered suspect until tested and proven otherwise. This screening approach is not a comprehensive asbestos survey, but is intended to identify the potential for an asbestos hazard in accessible areas.
 - All residential properties in areas of high radon propensity based on a review of the U.S. Environmental Protection Agency's (USEPA) Map of Radon Zones must be examined through the exposure and analysis of canisters using the charcoal liquid scintillation method.
 - All residential properties constructed prior to 1978 must be examined for the presence of lead paint. A minimum of 30 Lead Check Swab colorimetric on-site tests must be collected: 10 inside apartment units, 10 outside, and 10 in common areas. Analysis should be focused on chewable surfaces (5 feet and below) and on protruding surfaces. If the project consists of more than 100 units, the number of inside apartment samples should be increased to correspond to a 10 sample-per 100-unit ratio. Paint chip samples should be collected and analyzed from any paint that tested positive using the swabs. Analysis of confirmatory paint chip samples should be conducted using the Flame Atomic Absorption Spectrophotometry method.
 - All property types must be examined for lead in drinking water, if information obtained from a municipal water provider indicates the potential for a problem.
- (iv) If the Phase I Assessment recommends obtaining a Phase II Environmental Site Assessment, it must be obtained and prepared in accordance with industry standards using the most recent ASTM Standard Practice E1903, Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process, (currently E1903-97).
- (v) If the environmental assessments provided to or on behalf of the Fund are complicated or the findings and conclusions are unclear, Lenders are encouraged to obtain reviews of the assessments, known as "desk reviews" by a qualified environmental assessment professional. In some cases, legal counsel who specialize in environmental law should be employed in order to assess the environmental risk.
- (vi) Environmental assessments should meet the standards contained in 40 CFR Part 312 and ASTM E1527-05. In general, reports over one year old must be updated in their entirety and those between 180 days and one year old must be partially updated. The Lender may order the environmental assessment on behalf of the Project Borrower. If the Lender orders or causes the Phase I to be ordered, the Lender must provide to the environmental professional its knowledge of any environmental cleanup liens recorded against the property, any specialized knowledge the Lender has of environmental conditions on the property, any knowledge it has of the relationship of the property's purchase price to the fair market value of the property were it not contaminated, and any commonly known information it has relevant to the report. The Project Borrower must provide the Lender with the funds for the assessment before it is ordered.
- (vii) The Fund may accept an environmental assessment ordered and obtained by the Project Borrower or other lender, if the firm is acceptable to the Fund and if the assessment has

been performed in accordance with the Fund's standards for environmental assessments. All assessments not prepared by firms approved by the Fund will be reviewed by a qualified environmental professional engaged by the Fund.

B. Standards for Environmental Assessment Firms

- (i) Environmental assessments must be performed or supervised by an Environmental Professional (EP) as defined by 40 CFR 312.10 (b). These include the requirements that the EP hold a current state Professional Engineer's or Professional Geologist's license or registration or be licensed by the state to perform environmental inquiries (see 40 CFR 312.21) and have the equivalent of 3 years of full-time relevant experience; or have a Bachelor's degree or higher from an accredited college or university in an engineering or science discipline and 5 years of full time relevant experience; or have 10 years of full time relevant experience. Environmental Professionals must also meet the licensing requirements of the state in which the property is located. If the firm preparing the assessment is not known to the Fund, the Lender must obtain resumes of key principals and letters of reference attesting to the assessor's prior work. At least one of the references must be from an institutional lender.
- (ii) The assessor must not be affiliated with the Project Borrower, or a buyer or seller of the property, or have any other conflict of interest.

EXHIBIT M

FORM OF PROJECT COMMITMENT LETTER

(attached)

EXHIBIT M
LOAN COMMITMENT LETTER

DATE _____

BORROWER
TITLE
ADDRESS
CSZ

Subject: Commitment Letter for a Loan

Regarding: Proposed _____ Loan for _____, Borrower

Dear _____:

Utah Small Business Growth Initiative, LLC, a Utah limited liability company d/b/a Business Loans of Utah ("BLU"), is pleased to inform you that based upon your representations, application and information provided to us, BLU has approved a _____ loan (hereafter Loan) made by BLU (hereafter Lender) to _____, a Utah _____ (the Borrower). This letter does not set forth all the terms and conditions of the Loan. Rather, it is only an outline, in summary format, of the major points of understanding which will be the basis of the final Loan.

This commitment to fund will expire if not accepted by the Borrower within thirty (30) days from the date of this letter, unless a written extension is granted by BLU. Furthermore, this Commitment Letter will expire within one hundred twenty (120) days of the date of this letter if the Loan Documents are not fully executed and the Loan is not closed, unless a written extension of time is granted by BLU.

The basic terms and conditions of the proposed Participation include:

Loan Terms. The following general Loan Terms will be included in the Loan Documents:

The Loan is for a principal amount of up to _____ Dollars (\$_____) a for a term of ____ months.

The interest rate is a ☐ fixed ☐ variable rate calculated and adjusted as set forth in the Loan Documents.

The Loan proceeds are to be used by the Borrower only for the following purposes:
_____.

All disbursements of the Loan proceeds are to be calculated based on the conditions set forth in the Loan Documents:

Borrower shall pay BLU a loan origination fee in the amount of \$ _____ (_____ Dollars). The loan fee is payable to BLU at the time the Loan Documents are signed.

The Collateral and security for the loan are listed below.

- ☐ Personal Guarantees from _____ executed by each in his and her individual capacities (hereafter Guarantors).
- ☐ The following insurance policies, which must be kept in effect:
- ☐ Evidence and Certificate of comprehensive casualty and general liability insurance coverage in full force and effect for all of the Collateral with loss payable endorsements to the Lender.
- ☐ UCC Financing Statement filed with the Utah Department of Commerce and each other filing required by law to perfect and evidence the required priority security interest in all Collateral. BLU shall have the right to rely on Lender's perfection of the security interests required herein.
- ☐ A _____ priority Deed of Trust (herein Deed of Trust) on real property at: _____ (herein Property), properly executed and recorded on the Property.
- ☐ Assignment of rents and lease.
- ☐ Assignment of all contracts.
- ☐ First security interest in all FF&E acquired with the loan proceeds and project intangibles (e.g., rents, insurance proceeds, eminent domain).

Financial Reporting of Borrower. The Loan Documents shall require Borrower to submit the following:

- ☐ On an annual basis, a copy of Borrower's federal income tax return within 30 days of the filing due date.
- ☐ On an annual basis, a copy of the Guarantors' federal income tax return within 30 days of the filing due date and a current financial statement.
- ☐ Within _____ days of the Borrower's fiscal year end, internally prepared financial statements of the Borrower.
- ☐ Within _____ days of the end of each _____, internally prepared financial statements of the Borrower.

- ☐ Within ____ days of the end of each _____, internally prepared report as may be requested by Lenders.

Conditions Precedent. The proposed loan will be subject to fulfillment of BLU terms and conditions including, but not limited to the following:

- ☐ Original Deed of Trust on any real estate pledged as collateral.
- ☐ Original titles on any equipment, machinery and/or vehicles pledged as collateral.
- ☐ Current Accounts Receivable Aging
- ☐ Depreciation Schedule of business assets as prepared by accountant or filed with Borrowers federal tax return.

Additional Loan Covenants.

Miscellaneous.

This Commitment Letter does not obligate BLU to fund a loan beyond the terms as described herein. It is mutually understood and agreed that this Commitment Letter represents the entire understanding between the Borrower and BLU regarding the terms applicable to the Loan and that no oral representations or inducements regarding the terms applicable to the Loan that are not included or embodied in this Commitment Letter shall be of any force and effect.

The Loan shall be fundable only upon satisfaction of each term and condition of this Commitment Letter and the Loan Documents, *provided, however*, that BLU shall not be required to fund the Loan pursuant to this Commitment Letter if the Loan would be contrary to applicable state and/or federal law or in the event of a material adverse change in the condition of Borrower or any guarantor. This Commitment Letter is further conditioned upon there being no (i) material adverse change in the Borrower's financial condition between the date hereof and the date on which the Loan Documents have been signed by all parties, and (ii) no material misstatement in any information provided to us in connection with the Loan.

This Commitment Letter expresses, embodies, and supersedes any previous understandings, agreements, or promises (whether oral or written) with respect to the Loan and the Participation. This Commitment Letter represents the final expression of the agreement between the parties. The terms of this Commitment Letter may not be contradicted by any understanding not included in this Commitment Letter. An amendment of this Commitment Letter may occur only in writing, signed by the party to be charged. The terms and conditions of this Commitment Letter imposing obligations upon the Lender shall survive the expiration of same and shall continue until the Loan is paid in full.

If the foregoing terms and conditions are acceptable to you, please indicate your acceptance by dating and signing the enclosed copy of this Commitment Letter in the place provided below and returning it to BLU.

Lender's execution of this Commitment Letter will confirm Lender's acceptance of the terms and conditions of this Commitment Letter. Please sign and date and return this original Commitment Letter to:

_____(Loan Officer)
Utah Small Business Growth Initiative, LLC
d/b/a Business Loans of Utah
6880 South 700 West, 2nd Floor
Midvale, Utah 84047

Each person signing on behalf of Borrower and BLU warrant that they are authorized to sign on behalf of the organization they represent and bind that organization to the specific performance of the above terms and conditions.

Signed this ____ day of _____, 2017. Signed this ____ day of _____, 2017.

UTAH SMALL BUSINESS GROWTH INITIATIVE, LLC,
a Utah limited liability Company d/b/a **BUSINESS LOANS OF UTAH**

By: _____
Name: _____
Title: _____
Address: _____

By: _____
Name: _____
e: _____
Title: _____
:
Address: _____

EXHIBIT N
INSURANCE REQUIREMENTS

1. General Requirements

- a. An Insurance Binder must be provided at loan closing.
- b. At loan closing, or no more than thirty (30) days following closing, a copy of the complete insurance policy must be provided.
- c. Borrower's insurance carrier must be acceptable to Utah Small Business Growth Initiative, LLC d/b/a Business Loans of Utah (BLU) and its A.M. Best Rating must be rated A- or better.

2. Certificate of Liability Insurance

- a. In the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. \$3,000,000 per occurrence and \$5,000,000 general aggregate for elevator buildings.
- c. Provided on an Acord 25 Certificate of Insurance.
- d. USBGI, and its successors and/or assigns, must be named as Additional Insured.
- e. Certificate must be accompanied by Endorsement CG 20 26 naming BLU as Additional Insured.
- f. The certificate must provide for thirty (30) days prior written notice to BLU of cancellation or expiration of the policy.
- g. If a property is self-managed by the Borrower, Fidelity Bond/Employee Dishonesty Coverage is required in an amount equal to 2 months projected gross revenue.

NOTE: Loans for child care or charter school facilities, abuse and molestation insurance is also required.

3. Evidence of Directors and Officers Coverage

In an amount of no less than \$1,000,000.

4. Evidence of Property Insurance – Property Description or Address

- a. Insured amount - full replacement value.

- b. Provided on Acord 27 Evidence of Property Insurance form.
- c. Name BLU, and its successors and/or assigns, as both mortgagee and loss payee.
- d. Must be accompanied by a CP12 18 Loss Payable endorsement.
- e. Cancellation clause should read "The policy is subject to the premiums, forms, and rules in effect for each policy period. Should the policy be terminated, the Company will give the additional interest identified below thirty (30) days written notice, and will send notification of any changes to the policy that would affect that interest, in accordance with the policy provisions or as required by law."
- f. When specifically requested, insurance must also include endorsements for loss of rental income or business interruption of one year's scheduled gross income or loss of use of the facility for a minimum of one year.
- g. If the property contains a boiler or steam vessel, Boiler and Machinery Coverage is required for 100% replacement value.
- h. Deductible must be \$10,000 or less.
- i. Flood Certificate is required for all loans. Flood insurance is required if structure falls in a Flood Zone beginning with "A" or "V".

5. Construction Loans

- a. Builder's Risk
 - i. Builder's Risk coverage is required for all loans where construction/rehab exceeds \$100,000.
 - ii. Builder's Risk is provided on an Acord 27 Evidence of Property Insurance.
 - iii. All other property insurance requirements are required.
- b. General Contractor
 - i. General Contractors must have comprehensive general liability (including automobile liability) of no less than \$5,000,000 (\$10,000,000 minimum for loans of \$10 million or higher).
 - ii. Borrower and BLU must be named as additional insured.
 - iii. Workers' compensation insurance must meet statutory benefits based on state law.

EXHIBIT O
FORM OF CREDIT MEMORANDUM

(attached)

Loan Summary

Date:		Loan Officer:	
Conforming Loan:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Risk Rating:	
Borrowing Entity:		Tax ID:	
Principals:		Guarantors:	
Project Location:			
Project Description:			
Loan Purpose:			
BLU Loan Terms:	Amount	DSCR	Terms
Total Loan Amount:			
Total Equity			
Total Costs:			
Rate:			
Term:			
Fee:			
Subordinate Debt:			
Repayment Source:	Primary		
	Secondary:		
Collateral:			
Appraisal:	Appraiser:		
	Date of Report:		
	Unrestricted Value:		
	Restricted Value:		
Conditions Precedent:			
Exceptions:			

CREDIT PRESENTATION

Synopsis:

Borrower Strengths

-
-

Borrower Weaknesses

-
-

Recommendation

I recommend approval of the loan as presented.

Purpose:

Loan Terms:

Loan Amount: \$

Interest Rate:

Term:

Extension Option:

Loan Fees:

Payments:

Penalty Clause:

Repayment:

Primary Source of Repayment:

Secondary Source of Repayment:

Tertiary Source of Repayment:

Collateral Analysis – Real Estate

Address:

Frontage:

Accessibility:

Zoning:

Easements:

Improvements:

Surrounding:

Other:

Collateral Analysis – Other (e.g., Equipment, Vehicles, Inventory, etc.)

Environmental:

Cost Analysis/Sources & Uses:

Uses:	Loan	Equity	Total
Total Uses			
Sources:	LTC		LTV
	%		%
	%		%
Total Sources	%		
Appraised Value:		LTV:	%

Project Economics:

Appraisal Analysis:

Feasibility:

Market Conditions:

Supply:

Demand:

Borrower:

Financial Analysis:

Guarantors:

Guarantor Analysis:

EXHIBIT P
FORM OF CLASS A LENDER JOINDER AGREEMENT

(attached)

THIS JOINDER IN REVOLVING CREDIT AGREEMENT ("**Joinder**"), dated as of _____, 20__, is entered into by and among Utah Small Business Growth Initiative LLC, dba Business Loans of Utah, a Utah limited liability company, as Borrower ("**Borrower**"), and Utah Small Business Growth Initiative LLC, dba Business Loans of Utah, a Utah limited liability company, as Administrative Agent ("**Administrative Agent**") on behalf of itself and each Lender initially a party to the Credit Agreement referred to below, and _____ (a "**Lender**" and, together with each Lender previously a party to the Credit Agreement, collectively, "**Lenders**").

WHEREAS, Borrower, Administrative Agent and certain Lenders are parties to the Credit Agreement dated as of _____, 20__ (the "**Credit Agreement**"); capitalized terms not otherwise defined in this Joinder shall have the meanings given to them in the Credit Agreement; and

WHEREAS, Section 1.2(d) of the Credit Agreement contemplates an increase in the aggregate amount of all Commitments through the addition of one or more Lenders as parties thereto; and

WHEREAS, Borrowers and Administrative Agent have approved _____ as an additional Lender with a Commitment of \$_____; and

WHEREAS, this Joinder is being executed and delivered by all necessary parties, in accordance with Section 1.2(d) to accomplish the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Additional Lender; Increase in Commitment Amount.** _____ ("**New Lender**") is hereby added as a Lender to the Credit Agreement, effective upon satisfaction of the conditions referred to in Section 3 below, with a Commitment equal to _____ Dollars (\$_____). From and after such effective date, New Lender hereby assumes all obligations of a Lender with respect to the foregoing Commitment on the same basis as if New Lender were an original Lender under and signatory to the Credit Agreement, which obligations shall include, but shall not be limited to, the obligation to make Loans to Borrower with respect to such Commitment, and the obligation to indemnify Administrative Agent as provided therein.

2. **Representations, Warranties and Agreements of New Lender.** New Lender (a) represents and warrants that it is legally authorized to enter into this Joinder; (b) confirms that it has received a copy of the Credit Agreement and all other Loan Documents, together with copies of the most recent financial statements delivered pursuant thereto and such other documents and information (including, without limitation, all Loan Documents) as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder; (c) appoints and authorizes the Administrative Agent to take such action as contractual representative on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (d) agrees that it will become a party to, and shall be bound by, the Credit

Agreement, the other Loan Documents to which the other Lenders are a party upon the effectiveness of this Joinder and will perform in accordance therewith all of the obligations which are required to be performed by it as a Lender.

3. **Conditions Precedent to Effectiveness.** This Joinder shall become effective upon satisfaction of each of the following conditions:

(a) Administrative Agent shall have received, in form and substance satisfactory to it, (i) counterparts of this Joinder executed by each of the parties hereto and, to the extent required by New Lender (ii) a Facility Note executed by Borrower, payable to New Lender, in the principal amount of its Commitment;

(b) Borrower shall have reimbursed (or agreed to reimburse) Administrative Agent for all fees and expenses incurred in connection with the preparation and implementation of this Joinder; and

(c) If required, Lenders shall have completed, through Administrative Agent as such balancing transfers amongst themselves as are necessary in order to result in each Lender having adjusted its share of the outstanding balances under the Project Loans.

4. **Representations and Warranties.** Borrower hereby represents and warrants that: (a) no Event of Default exists under any of the Loan Documents (as modified by this Joinder); (b) this Joinder has been duly authorized, executed, and delivered by Borrower; and (c) all of Borrower's representations and warranties contained herein and in the other Loan Documents are true and correct. The foregoing representations and warranties shall survive execution of this Joinder.

5. **Formation and Organizational Documents.** Borrower has previously delivered to Administrative Agent all of the relevant formation and organizational documents of Borrower, and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Administrative Agent. Borrower hereby certifies that: (a) the above documents are all of the relevant formation and organizational documents of Borrower; (b) they remain in full force and effect; and (c) they have not been amended or modified since they were previously delivered to Administrative Agent.

6. **Non-Impairment.** Except as expressly provided herein, nothing in this Joinder shall alter or affect any provision, condition, or covenant contained in the Loan Documents or affect or impair any rights, powers, or remedies of Administrative Agent or Lenders, it being the intent of the parties hereto that the provisions of the Loan Documents shall continue in full force and effect except as expressly modified hereby.

7. **Miscellaneous.** This Joinder and the other Loan Documents shall be governed by and interpreted in accordance with the laws of the State of Utah, except if preempted by federal law. Time is of the essence of each term of the Loan Documents, including this Joinder. If any provision of this Joinder or any of the other Loan Documents shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Joinder and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been a part thereof.

8. **Integration; Interpretation.** The Loan Documents, including this Joinder, contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Administrative Agent and Lenders in writing.

9. **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to be executed by their authorized officers all as of the date first above written.

BORROWER

Utah Small Business Growth Initiative LLC, dba
Business Loans of Utah, a Utah limited liability
company

By _____
Name:
Title:

ADMINISTRATIVE AGENT

Utah Small Business Growth Initiative LLC, dba
Business Loans of Utah, a Utah limited liability
company

By _____
Name:
Title:

NEW LENDER

By _____
Name:
Title:

EXHIBIT Q

FORM OF CLASS B LENDER JOINDER AGREEMENT

(attached)

THIS JOINDER IN REVOLVING CREDIT AGREEMENT ("Joinder"), dated as of _____, 20__, is entered into by and among Utah Small Business Growth Initiative LLC, dba Business Loans of Utah, a Utah limited liability company, as Borrower ("Borrower"), and Utah Small Business Growth Initiative LLC, dba Business Loans of Utah, a Utah limited liability company, as Administrative Agent ("Administrative Agent") on behalf of itself and each Lender initially a party to the Credit Agreement referred to below, and _____ (a "Lender" and, together with each Lender previously a party to the Credit Agreement, collectively, "Lenders").

WHEREAS, Borrower, Administrative Agent and certain Lenders are parties to the Credit Agreement dated as of _____, 20__ (the "Credit Agreement"); capitalized terms not otherwise defined in this Joinder shall have the meanings given to them in the Credit Agreement; and

WHEREAS, Section 1.2(d) of the Credit Agreement contemplates an increase in the aggregate amount of all Commitments through the addition of one or more Lenders as parties thereto; and

WHEREAS, Borrowers and Administrative Agent have approved _____ as an additional Lender with a Commitment of \$ _____; and

WHEREAS, this Joinder is being executed and delivered by all necessary parties, in accordance with Section 1.2(d) to accomplish the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Additional Lender; Increase in Commitment Amount. _____ ("New Lender") is hereby added as a Lender to the Credit Agreement, effective upon satisfaction of the conditions referred to in Section 3 below, with a Commitment equal to _____ Dollars (\$ _____). From and after such effective date, New Lender hereby assumes all obligations of a Lender with respect to the foregoing Commitment on the same basis as if New Lender were an original Lender under and signatory to the Credit Agreement, which obligations shall include, but shall not be limited to, the obligation to make Loans to Borrower with respect to such Commitment, and the obligation to indemnify Administrative Agent as provided therein.

2. Representations, Warranties and Agreements of New Lender. New Lender (a) represents and warrants that it is legally authorized to enter into this Joinder; (b) confirms that it has received a copy of the Credit Agreement and all other Loan Documents, together with copies of the most recent financial statements delivered pursuant thereto and such other documents and information (including, without limitation, all Loan Documents) as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder; (c) appoints and authorizes the Administrative Agent to take such action as contractual representative on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (d) agrees that it will become a party to, and shall be bound by, the Credit

Agreement, the other Loan Documents to which the other Lenders are a party upon the effectiveness of this Joinder and will perform in accordance therewith all of the obligations which are required to be performed by it as a Lender.

3. **Conditions Precedent to Effectiveness.** This Joinder shall become effective upon satisfaction of each of the following conditions:

(a) Administrative Agent shall have received, in form and substance satisfactory to it, (i) counterparts of this Joinder executed by each of the parties hereto and, to the extent required by New Lender (ii) a Facility Note executed by Borrower, payable to New Lender, in the principal amount of its Commitment;

(b) Borrower shall have reimbursed (or agreed to reimburse) Administrative Agent for all fees and expenses incurred in connection with the preparation and implementation of this Joinder; and

(c) If required, Lenders shall have completed, through Administrative Agent as such balancing transfers amongst themselves as are necessary in order to result in each Lender having adjusted its share of the outstanding balances under the Project Loans.

4. **Representations and Warranties.** Borrower hereby represents and warrants that: (a) no Event of Default exists under any of the Loan Documents (as modified by this Joinder); (b) this Joinder has been duly authorized, executed, and delivered by Borrower; and (c) all of Borrower's representations and warranties contained herein and in the other Loan Documents are true and correct. The foregoing representations and warranties shall survive execution of this Joinder.

5. **Formation and Organizational Documents.** Borrower has previously delivered to Administrative Agent all of the relevant formation and organizational documents of Borrower, and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Administrative Agent. Borrower hereby certifies that: (a) the above documents are all of the relevant formation and organizational documents of Borrower; (b) they remain in full force and effect; and (c) they have not been amended or modified since they were previously delivered to Administrative Agent.

6. **Non-Impairment.** Except as expressly provided herein, nothing in this Joinder shall alter or affect any provision, condition, or covenant contained in the Loan Documents or affect or impair any rights, powers, or remedies of Administrative Agent or Lenders, it being the intent of the parties hereto that the provisions of the Loan Documents shall continue in full force and effect except as expressly modified hereby.

7. **Miscellaneous.** This Joinder and the other Loan Documents shall be governed by and interpreted in accordance with the laws of the State of Utah, except if preempted by federal law. Time is of the essence of each term of the Loan Documents, including this Joinder. If any provision of this Joinder or any of the other Loan Documents shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Joinder and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been a part thereof.

8. **Integration; Interpretation.** The Loan Documents, including this Joinder, contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Administrative Agent and Lenders in writing.

9. **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to be executed by their authorized officers all as of the date first above written.

BORROWER

Utah Small Business Growth Initiative LLC, dba
Business Loans of Utah, a Utah limited liability
company

By _____
Name:
Title:

ADMINISTRATIVE AGENT

Utah Small Business Growth Initiative LLC, dba
Business Loans of Utah, a Utah limited liability
company

By _____
Name:
Title:

NEW LENDER

By _____
Name:
Title: